

1 July 2012

From: (b) (6)
To: Chief of Naval Personnel

Subj: REQUEST BY RETIRED NAVY MEMBER FOR APPROVAL TO BE EMPLOYED WITH A
FOREIGN GOVERNMENT

Ref: (a) 37 U.S.C. 908
(b) Paragraph 9-701, DoD 5500.7-R (Joint Ethics Regulation)

Encl: (1) Job Description
(2) Foreign Employment Questionnaire

(b) (6)

I have recently been offered a teaching position at Wycliffe College, an independent day and boarding school in England, and I am therefore writing, as required by references (a) and (b), to respectfully request approval to be employed by Wycliffe College. The proposed employment would start on the 29th August 2012 and I would be grateful if I could be notified of the decision before 15th August 2011.

2. I understand that, as a retired member of the United States Navy, I may accept employment or compensation with Wycliffe College only if the Secretary of the Navy and the Secretary of State have approved the employment. I further understand that acceptance of such foreign employment without the required approval could result, under certain circumstances, in the forfeiture of military retirement pay and the loss of United States citizenship.

3. As mentioned, Wycliffe College is an independent day and boarding school. The school is located in Stonehouse, Gloucestershire, England, and is a registered charity and limited company. Though the school is independent and privately funded, there is some foreign government control under legislation in the United Kingdom (part 10 of the Education Act 2002). My proposed employment is with Wycliffe College's (b) (6). (b) (6) Should you require it, additional information on Wycliffe College is available at their website <http://www.wycliffe.co.uk>.

4. (b) (6) Enclosure (1) is my complete job description.

5. With regard to my proposed employment position with Wycliffe College:

- I will not be required to share any classified information in the performance of my duties.
- I will not be required to obtain United Kingdom citizenship.
- I will not be required to execute an oath of allegiance to the United Kingdom.
- I am unaware of any reason why my employment with Gloucester Academy would be inadvisable or reflect unfavourably on the United States.

6. Should you require additional information I can be reached on my home phone at (b) (6)

(b) (6) my mobile at (b) (6) or by e-mail at (b) (6)

My mailing address and residence is at (b) (6)

(b) (6)

7. Enclosure (2) is my completed Foreign Employment Questionnaire.

Very respectfully,

(b) (6)

FOREIGN EMPLOYMENT QUESTIONNAIRE

Name: (b) (6)

Address: (b) (6)

Home Phone:

(b) (6)

Mobile Phone:

E-mail: (b) (6)

1. What is your military retirement date? **1 November 2009**
2. What was your rank/rate at retirement? (b) (6)
3. What is your SSN? (b) (6)
4. Who is your proposed foreign Employer? **Wycliffe College, Bath Road, Stonehouse, Gloucestershire, GL10 2JQ, United Kingdom**
5. What will your foreign employment job title be? (b) (6)
6. What will your duties involve? (b) (6)
(b) (6) My complete job description and a person specification for the role is included as enclosure (1) of my letter.
7. Is your employer a foreign government or connected with such a government? Is so, please explain. **Wycliffe College is an independent boarding school in the United Kingdom. The school is a registered charity and a limited company in England and Wales. Independent schools are required to be registered with the Department for Education and maintain certain standards under the relevant legislation (part 10 of the Education Act 2002 available online at <http://www.legislation.gov.uk/ukpga/2002/32/part/10>) and Statutory Instruments (Independent Schools Regulations available online at <http://www.legislation.gov.uk/uksi/2010/1997/introduction/made>).**

8. If your employer is a foreign government owned or controlled business, does the applicable law establish your employer as a separate, self-governing entity and provide it with authority to operate independently of the local or national foreign governments? **Independent schools, in my opinion, are a separate, self-governing entity which have the authority to operate independently of local and national foreign government with exception of certain standards and inspection requirements that must be met.**
9. Is your foreign employment subject to review or control by the local or national foreign government? Is so, please explain in detail how the government is involved? **The school is subject to a regular cycle of inspections by the Independent Schools Inspectorate, a body approved by the Secretary of State for Education for the purpose of inspecting independent schools under Section 162A of the Education Act 2002, and the government agency, OFSTED, which is the Office for Standards in Education, Children's Services and Skills, to confirm that as a boarding school they are safeguarding and promoting the welfare of pupils.**
10. How will you be paid? **(b) (4)**
11. If you are paid by a non-governmental entity, are funds of local or national foreign governments commingled with the private funds to the extent that the character and origin of each are indistinguishable? **It is my understanding all funds are private funds.**
12. How will a foreign government's monies be involved in paying you? **It is my understanding a foreign government's monies will not be involved in paying me.**
13. What is the highest US security clearance that you have held? **TS/SCI.**
14. What is the highest level of classified material to which you have been granted access? **TS/SCI.**
15. Have you had access to special access programs? **Yes.**
16. Will you be working with classified information as part of the foreign employment? **No.**
17. Have you ever worked on matters involving this foreign country as part of your DoD duties? **Yes.**

18. Have you had any DoD positions that may have given you specific expertise/knowledge useful in your proposed employment? If so, please explain. **In general and though certainly a different context, my leadership positions, my formal experience as an instructor at staff college, working in culturally diverse environments, and applying mathematics in various areas will be useful in the secondary classroom and school environment.**
19. What expertise/knowledge are you expected to bring to your employment? **I am expected to bring the expertise and knowledge of a qualified teacher in England. This can be summarised by three broad areas. Firstly, I am expected to bring certain professional attributes which relate to my ability to develop professional relationships and communicate with others, particularly children and young people, to understand legal frameworks of the teaching profession, and to have the ability to engage in personal professional development. Secondly, I am expected to bring certain professional knowledge and understanding to the position, specifically, I am required to be confident in the subject of (b) (6) and have a clear understanding of how all children and young people make progress. Additionally, I am expected to bring an understanding of how teachers contribute to the well-being of children and young people and of the variety of influences affecting child development. Finally, I am required to bring certain professional skills to the position, specifically, the skills of teaching including planning, assessing, monitoring, giving feedback, team working and collaboration. Enclosure 1 also includes specific person specifications for this position.**
20. May this employment result in transfer or release of U.S. technology to a foreign government? If so, what technology will be transferred to the foreign government as a result of the employment? **There will be no transfer or release of U.S. technology as a result of this employment.**
21. Discuss the positions you have held in the military that are relevant to your employment with the foreign government and that involved technology that is either unclassified with a military or space application or classified? **None.**
22. Will you be required to execute an oath of allegiance to the foreign government? **No.**
23. Are you a U.S. citizen? **Yes.**
24. Will you be required to alter your citizenship status? If so, how? **I will not be required to alter my citizenship status.**

6 Nov 2013

From: (b) (6)
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire
(2) Security Termination Statement dtd 06 Nov 2013
(3) SF 312 Classified Information Nondisclosure Agreement dtd 06 Nov 2013

1. Admiral, this letter requests permission to accept employment with the Police Force, Abu Dhabi, United Arab Emirates as a medical doctor.

2. My company, (b) (6) will establish a contract with the Abu Dhabi Police (ADP) to provide medical consulting services. I will be paid a salary by (b) (6). The ADP is a government entity within the Ministry of the Interior, Abu Dhabi, United Arab Emirates. My primary duties will involve the design of smart classrooms and the education of paramedic students.

3. (b) (6)

Very Respectfully,

(b) (6)

FOREIGN GOVERNMENT EMPLOYMENT QUESTIONNAIRE

Please return this questionnaire, your most recent signed SF 312 Classified Information Non-Disclosure Agreement, and any other attachments via email to (b) (6)

Name:

(b) (6)

(b) (6)

Address:

(b) (6)

Phone:

(b) (6)

Email:

(b) (6)

1. What is your military retirement date? **01 Oct 2006**
2. What was your rank/rate at retirement? (b) (6)
3. What are the last four of your SSN? (b) (6)
4. Who is your proposed foreign employer? **Abu Dhabi Police Force, United Arab Emirates.**
5. What will your foreign employment job title be? **Physician or Chief Medical Officer**
6. What will your duties involve? **Participate in the design of an emergency medicine academy. Teach paramedic students.**
7. Is your employer a foreign government or connected with such a government? If so, please explain. **The Abu Dhabi Police force is a government entity under the Ministry of the Interior.**
8. Is your employer a foreign government-owned or controlled business? If so, does the applicable law establish your employer as a separate, self-governing entity and provide it with authority to operate independently of the local or national foreign governments? **The Abu Dhabi Police (ADP) is a government entity but is NOT self-governing.**
9. Is your foreign employment subject to review or control by the local or national foreign government? If so, please explain in detail how the government is involved? (b) (6)
(b) (6) will establish a contract with the ADP and I will provide consulting services. Such a contract is reviewable by government regulatory agencies within the UAE.

10. How will you be paid? (b) (6)

(b) (6)

11. If you will be paid by a non-governmental entity, are funds of local or national foreign governments commingled with the private funds to the extent that the character and origin of each are indistinguishable? **NA**

12. How will a foreign government's monies be involved in paying you? **See above.**

13. What is the highest US security clearance that you have held?

(b) (6)

14. What is the highest level of classified material to which you have been granted access? **I had access to SCI areas, but did not have the need for access to actual classified information.**

15. Have you had access to special access programs? **I was read into the Single Integrated Operation Plan for Continuity of the Executive Office of the President.**

16. Will you be working with classified information as part of the foreign employment? **There will be no classified information associated with the work.**

17. Have you ever worked on matters involving this foreign country as part of your DoD duties? **No**

18. Have you had any DoD positions that may have given you specific expertise/knowledge useful in your proposed employment? If so, please explain. **I am being considered for consulting work based upon my medical expertise in which I received my training while in the military.**

19. What expertise/knowledge is expected to bring to your employment? **My knowledge of emergency Medicine.**

20. May this employment result in transfer or release of U.S. technology to a foreign government? If so, what technology will be transferred to the foreign government as a result of the employment? **Design consulting will be provided for hi tech classrooms and curriculum to train paramedics. All technology**

FOREIGN EMPLOYMENT QUESTIONNAIRE

will be procured by the customer's country with their preferred COTS vendors.

21. Discuss the positions you have held in the military that are relevant to your employment with the foreign government and that involved technology that is either unclassified with a military or space application or classified. **I was a career emergency physician in the US Navy. I was mostly involved with patient care, education and training of healthcare providers.**

22. Will you be required to execute an oath of allegiance to the foreign government? **No**

23. Are you a U.S. citizen? **Yes**

24. Will you be required to alter your citizenship status? If so, how? **No**

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 841, 793, 794, 798, *952 and 1924, title 18, United States Code, *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the Inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT

(b) (6)

WITNESS

ACCEPTANCE

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED
BY THE UNDERSIGNED.

THE UNDERSIGNED ACCEPTED THIS AGREEMENT
ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b) (6)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information; and that I have not and will not use the information.

(b) (6)

advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

Date 15 May, 2013

From: (b) (6)

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept employment with the Royal Saudi Naval Forces (RSNF), as the (b) (6)
2. The RSNF Naval Inventory Control Point, located in Riyadh, Saudi Arabia, provides inventory management and procurement oversight for all RSNF inventory maintained for ships, aircraft, shore infrastructure support, and for configuration control for installed equipment on RSNF ships and shore facilities. I will be working for the Director of the Naval Inventory Control Point. My position is responsible for the inventory management oversight of all RSNF inventory and those civilian personnel responsible for providing inventory management, preparing budgetary requirements, procurement management of critical repair parts, and assistance to the Director in other management functions as required. I will be paid directly by the RSNF.

(b) (6)

(b) (6)

FOREIGN EMPLOYMENT QUESTIONNAIRE

Please return via email to this account at (b) (6)

(b) (6)

Name:

Address:

Phone:

(b) (6)

1. What is your military retirement date?

30 September, 2007

2. What was your rank/rate at retirement?

(b) (6)

3. What are the last four of your SSN?

(b) (6)

4. Who is your proposed foreign employer?

Royal Saudi Naval Forces, Kingdom of Saudi Arabia

5. What will your foreign employment job title be?

(b) (6)

Naval Inventory Control Point
(NAVICP), Royal Saudi Naval Forces

6. What will your duties involve?

The position is responsible for the inventory management oversight of all Royal Saudi Naval Forces (RSNF) inventory and those civilian personnel responsible for providing inventory management at the Naval Inventory Control Point. This management position monitors all critical maintenance repair parts, routine repair parts, consumable stores, item manager metrics, prepares budgetary requirements, oversees procurement management of critical repair parts, provides logistics inspection and Quality Assurance monitoring, and direct

assistance to the Director of ICP and the senior level RSNF Director of Supply in other management functions as required.

7. Is your employer a foreign government or connected with such a government? If so, please explain.

Foreign Government employer, Royal Saudi Naval Forces (RSNF) direct hire position.

8. If your employer is a foreign government owned or controlled business, does the applicable law establish your employer as a separate, self-governing entity and provide it with authority to operate independently of the local or national foreign governments?

N/A, employer is the Royal Saudi Naval Forces under the Ministry of Defense, Kingdom of Saudi Arabia.

9. Is your foreign employment subject to review or control by the local or national foreign government? If so, please explain in detail how the government is involved?

Yes, employment is under direct oversight of the Royal Saudi Arabian Naval Forces, which is part of the Kingdom of Saudi Arabia Ministry of Defense. Supervision of the position is by Royal Saudi Naval Forces active duty officers and senior Saudi Arabian Navy civilian staff.

10. How will you be paid?

Direct payment to Saudi Arabian National Bank account. Kingdom of Saudi Arabia payments for wages are not permitted to foreign banks and establishment of a local bank account with a Saudi owned bank is required.

11. If you are paid by a non-governmental entity, are funds of local or national foreign governments commingled with the private funds to the extent that the character and origin of each are indistinguishable?

No, the only funds going to the account are for wages.

12. How will a foreign government's monies be involved in paying you?

Direct payment through the Ministry of Defense Royal Saudi Naval Forces.

13. What is the highest US security clearance that you have held?

TS(SCI) expired 2012

14. What is the highest level of classified material to which you have been granted access?

TS(SCI)

15. Have you had access to special access programs?

(b) (6)

16. Will you be working with classified information as part of the foreign employment?

No

17. Have you ever worked on matters involving this foreign country as part of your DoD duties?

No

18. Have you had any DoD positions that may have given you specific expertise/knowledge useful in your proposed employment? If so, please explain.

Yes. As a Naval Supply Officer my training and assignments involving logistics information systems, warehousing management, inventory management, procurement management, contracting management, Integrated Logistics Overhaul (ILO), configuration management of weapons platforms, budgetary development and execution, and personnel management will directly apply to the requirements of the position.

19. What expertise/knowledge are expected to bring to your employment?

Knowledge of integrated logistics processes and procedures, budgetary management, procurement management, contracting management, personnel management, inventory management, warehousing and distribution operations, policy development and

execution, liaison internally and externally on the behalf of the Royal Saudi Naval Forces with U.S./Foreign logistics support contractors, and interface with the Navy International Programs Office or U.S. Navy in country Foreign Military Sales officials as required.

20. May this employment result in transfer or release of U.S. technology to a foreign government? If so, what technology will be transferred to the foreign government as a result of the employment?

Not directly, but the RSNF has open Foreign Military Sales cases for procurement of equipment and related support. Any transfers of technology are screened through the FMS cases and prior to export of goods meet requirements for either U.S. State Department or U.S. Department of Commerce export control.

21. Discuss the positions you have held in the military that are relevant to your employment with the foreign government and that involved technology that is either unclassified with a military or space application or classified.

(b) (6)

My experience in the utilization of automated supply inventory and ordering system, warehousing, distribution operations, managing personnel, equipment, maintenance, procurement, budget, development and implementation of policy, development and implementation of internal review and inspections are directly applicable to this senior civilian support function in the Naval Inventory Control Point (NAVICP). The technology involvement is limited to the working knowledge of U.S. Naval logistics programs and automated inventory control hardware such as linear bar code scanners.

22. Will you be required to execute an oath of allegiance to the foreign government?

No

23. Are you a U.S. citizen?

Yes

24. Will you be required to alter your citizenship status? If so, how?

No

(b) (6)

16 April 2013

From: (b) (6)
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept employment with Kongsberg Defense Systems as their (b) (6)
2. Kongsberg Defense Systems is a publically traded supplier of defense and aerospace-related systems and is headquartered in Norway. It is an international technology corporation that delivers advanced and reliable solutions to improve safety, security and performance in complex operations and during extreme conditions. Their portfolio comprises products and systems for command and control, weapons guidance and surveillance, communications solutions, and missiles. Kongsberg Defense Systems also makes advanced composites and engineering products for the aircraft and helicopter market. The Norwegian State, represented by the Ministry of Trade and Industry, is the controlling shareholder. I will be assisting the company in maintaining and building its customer base in North America, focusing on Naval aviation, surface, and subsurface weapon system requirements. I will be paid twice per month on an annual basis in US dollars.

(b) (6)

Very Respectfully

(b) (6)

FOREIGN EMPLOYMENT QUESTIONNAIRE

Please return via email to this account at (b) (6)

Name: (b) (6)

Address: (b) (6)

Phone: (b) (6)

1. What is your military retirement date?
- 01 October 2013
2. What was your rank/rate at retirement?
- (b) (6)
3. What are the last four of your SSN?
- (b) (6)
4. Who is your proposed foreign employer?
- Kongsberg Defence Systems
5. What will your foreign employment job title be?
(b) (6)
6. What will your duties involve?
- I will be assisting the company in maintaining and building its customer base in North America, focusing on Naval aviation, surface, and subsurface weapon system requirements.
7. Is your employer a foreign government or connected with such a government? If so, please explain.
- Kongsberg Defense Systems (KDS) is a Norwegian company that is publically traded; however, the Norwegian government maintains majority control. Their web address is: <http://www.kongsberg.com>
8. If your employer is a foreign government owned or controlled business, does the applicable law establish your employer as a separate, self-governing entity and provide it with authority to operate independently of the local or national foreign governments?
- Yes.

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19. What expertise/knowledge are expected to bring to your employment?

- Ship and aviation systems.

20. May this employment result in transfer or release of U.S. technology to a foreign government?

- No.

If so, what technology will be transferred to the foreign government as a result of the employment?

21. Discuss the positions you have held in the military that are relevant to your employment with the foreign government and that involved technology that is either unclassified with a military or space application or classified.

- Helicopter pilot and (b) (6)

(b) (6)

22. Will you be required to execute an oath of allegiance to the foreign government?

- No.

23. Are you a U.S. citizen?

- Yes.

24. Will you be required to alter your citizenship status?

- No.

If so, how?

9. Is your foreign employment subject to review or control by the local or national foreign government? If so, please explain in detail how the government is involved?

- No.

10. How will you be paid?

- Paid by KDS in US dollars twice per month.

11. If you are paid by a non-governmental entity, are funds of local or national foreign governments commingled with the private funds to the extent that the character and origin of each are indistinguishable?

- No, Kongsberg is an independent company whose funds are completely separated from government funds.

12. How will a foreign government's monies be involved in paying you?

- They will not be involved.

13. What is the highest US security clearance that you have held?

- TS/SCI.

14. What is the highest level of classified material to which you have been granted access?

- TS/SCI and Navy SAP.

15. Have you had access to special access programs?

- Navy SAP.

16. Will you be working with classified information as part of the foreign employment?

- Initial employment does not require working with classified information. Future developments may include establishment of a Special Security Arrangement (SSA) for information up to SECRET Releasable to Norway.

17. Have you ever worked on matters involving this foreign country as part of your DoD duties?

- No.

18. Have you had any DoD positions that may have given you specific expertise/knowledge useful in your proposed employment?

- No.

If so, please explain.

FOREIGN GOVERNMENT EMPLOYMENT QUESTIONNAIRE

Please return this questionnaire, your most recent signed SF 312 Classified Information Non-Disclosure Agreement, and any other attachments via email to (b) (6)

Name:

Address:

Phone:

Email:

(b) (6)

1. What is your military retirement date? 01 SEP 2013

2. What was your rank/rate at retirement?

(b) (6)

3. What are the last four of your SSN?

4. Who is your proposed foreign employer?

Irving Shipbuilding Inc., Halifax, Nova Scotia, Canada

5. What will your foreign employment job title be?

(b) (6)

Arctic Offshore Patrol Ship Project

6. What will your duties involve?

(b) (6) for the final phases of ship design, construction and delivery of the Arctic Offshore Patrol Ship.

7. Is your employer a foreign government or connected with such a government? If so, please explain.

The principal customer for the shipyard is the Canadian Government.

8. Is your employer a foreign government-owned or controlled business? If so, does the applicable law establish your employer as a separate, self-governing entity and provide it with authority to operate independently of the local or national foreign governments?

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No, Irving Shipbuilding Inc. is a privately owned business not controlled by the Canadian or other foreign government.

9. Is your foreign employment subject to review or control by the local or national foreign government? If so, please explain in detail how the government is involved?

No. Approval to work in Canada under the National Immigration laws is required but approval is expected.

10. How will you be paid?

I will be paid as a salary employee of Irving Shipbuilding Inc.

11. If you will be paid by a non-governmental entity, are funds of local or national foreign governments commingled with the private funds to the extent that the character and origin of each are indistinguishable?

Yes. My salary will be paid from revenues received, in part, from the Canadian Government for work on Navy and Coast Guard Vessels and from revenues received, in part, from private sector marine work.

12. How will a foreign government's monies be involved in paying you?

My salary will be paid from revenues received, in part, from the Canadian Government for work on Navy and Coast Guard Vessels and from revenues received, in part, from private sector marine work.

13. What is the highest US security clearance that you have held?

(b) (6)

14. What is the highest level of classified material to which you have been granted access?

(b) (6)

FOR OFFICIAL USE ONLY - PRIVACY SENSITIVE - Unauthorized disclosure may result in civil and criminal penalties

FOREIGN EMPLOYMENT QUESTIONNAIRE

15. Have you had access to special access programs?

No.

16. Will you be working with classified information as part of the foreign employment?

No, I will not be working with any U.S. Government classified information. I will be required to obtain a Canadian Security Clearance. I will not be required to be a Canadian citizen to obtain a Canadian Security Clearance.

17. Have you ever worked on matters involving this foreign country as part of your DoD duties?

No, I have never worked on matters involving Canada as part of my DoD duties.

18. Have you had any DoD positions that may have given you specific expertise/knowledge useful in your proposed employment? If so, please explain.

(b) (6)

19. What expertise/knowledge are expected to bring to your employment?

Leadership and shipbuilding program management skills. I WILL NOT be required to bring any U.S. technology or warship design practices.

20. May this employment result in transfer or release of U.S. technology to a foreign government? If so, what technology will be transferred to the foreign government as a result of the employment?

This employment WILL NOT result in transfer or release of U.S. technology to a foreign government.

FOR OFFICIAL USE ONLY - PRIVACY SENSITIVE - Unauthorized disclosure may result in civil and criminal penalties

21. Discuss the positions you have held in the military that are relevant to your employment with the foreign government and that involved technology that is either unclassified with a military or space application or classified.

(b) (6)

22. Will you be required to execute an oath of allegiance to the foreign government?

No.

23. Are you a U.S. citizen?

Yes.

24. Will you be required to alter your citizenship status? If so, how?

No.

FOR OFFICIAL USE ONLY - PRIVACY SENSITIVE - Unauthorized disclosure may result in civil and criminal penalties

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 12958, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in Sections 1.2, 1.3, and 1.4(e) of Executive Order 12958, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of the information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or the termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of Sections 641, 793, 794, 798, *952 and 1924, Title 18, United States Code, * the provisions of Section 783(b), Title 50, United States Code, and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of Section 793 and/or 1924, Title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

(Continue on reverse.)

10. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12958; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that expose confidential Government agents), and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, 952 and 1924 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

11. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this Agreement and its implementing regulation (32 CFR Section 2003.20) so that I may read them at this time, if I so choose.

(b) (6)

NUMBER)

WITNESS

ACCEPTANCE

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED
BY THE UNDERSIGNED.

THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON
BEHALF OF THE UNITED STATES GOVERNMENT

(b) (6)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~have not~~ (strike out inappropriate word or words) received a security debriefing.

(b) (6)

whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to 1) certify that you have access to the information indicated above or 2) determine that your access to the information indicated has terminated. Although disclosure of your SSN is not mandatory, your failure to do so may impede the processing of such certifications or determinations, or possibly result in the denial of your being granted access to classified information.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

STANDARD FORM 312 BACK (Rev. 1-00)

(b) (6)

Chief Of Information
Attn: US Navy
1200 Navy Pentagon
Washington DC 20350-1200

encl: Copy of Japanese resident card
Copy of Japanese drivers license
Copy of DD214

Vice Adm. Scott R. Van Buskirk

I (b) (6)) am requesting to obtain approval for employment under foreign Government to be considered for MLC Employment in Japan. A letter of approval from the Chief Of Naval Personnel is required for consideration for employment. I'm currently hold a honorable discharged from the US Navy due to reduction in force and live in (b) (6)
(b) (6)

(b) (6)

6.職務内容 Duties

This position is located in the Warehouse section, Repairable Management Division, Logistics Department, COMFAIRFWD Atsugi, Japan. ASD provides supply support services for aircraft parts/component to Atsugi/Guam AIMD, CVW-5, HSL-51, HSC-25, Deployed ships stationed in Naval Station Yokosuka and Guam, and air detachments within 5th/7th Fleet AOR.

Incumbent serves as the "W" Purpose Aviation Depot Level Repairable (AVDLR), Field Level Repairable (FLR) Material Manager, and is assigned responsibility for the stowage of "W" allowance list material which includes Shore-based Allowance List "W" purpose material. Incumbent is required to have knowledge of Naval Aviation Maintenance Program (NAMP), Naval Air Logistics Command Information System (NALCOMIS), and Relational Supply (R-SUPPLY) in addition to regular supply procedures.

MAJOR DUTIES AND RESPONSIBILITIES:

Independently manages, 1,835 "W: Purpose line items with the total value of \$40 Million dollars. Establishes internal procedures in accordance with the trend of on-going customer requirements and managerial projects. Foresees future demands/programs and makes appropriate preparations. Performs work involved in receiving, stowing, and issuing material in the AVDLR warehouse. Processes receipt and issues using NALCOMIS, R-SUPPLY and other applicable database programs. Audits all issues completed by ASD duty section personnel. Analyzes trends/recurring problems and conducts training for ASD personnel on proper warehouse procedures. Responsible for consolidation of Family Group Class locations-minimal locations will exist for like assets. Incumbent will liaison with ASD's Stock Control to complete receipt on board. Responsible for breaking out high priority documents and delivers the part to Supply/Shipping section for commercial shipments.

Responsible for reorganization and storage completion of temporary aviation repairable items, valued in excess of \$115 million used to support transient aviation detachments. Evaluates storage requirements and anticipated workload requirements for such material. Ensures that these critical aviation components are properly documented and accounted for through various automated means. Reviews current storage capacity and advises command of future needs based on anticipated warehousing demands.

Performs preliminary causative research on inventory/location discrepancies. Conducts location and inventory audits as directed by the supervisor. Processes all discrepancies discovered by Inventory Manager. Ensures that the warehouse is clean of debris and sweeps regularly. Ensures that supervisors are kept abreast of the material conditions of the warehouse. Employee is responsible for complying with all established procedure pertaining to the operation of the powered equipment and for adherence to all safety, environmental, and security requirements. Reports to Warehouse Manager all safety problem issues.

Performs other incidental and related tasks as assigned.

FOREIGN EMPLOYMENT QUESTIONNAIRE

Please return via email to this account at (b) (6)

Name: (b) (6)

Address:

(b) (6)

Phone:

1. What is your military retirement date? 1 Dec 2012

2. What was your rank/rate at retirement? (b) (6)

(b) (6)

3. What are the last four of your SSN? (b) (6)

4. Who is your proposed foreign employer? McKinsey & Company, Canada

5. What will your foreign employment job title be?
Consultant

6. What will your duties involve? As part of broader McKinsey team, we will assist Government of Canada with an organizational transformation to become more efficient

7. Is your employer a foreign government or connected with such a government? If so, please explain. My employer is a privately held corporation which provides management consulting advice to corporations, governments and NGOs around the world

8. If your employer is a foreign government owned or controlled business, does the applicable law establish your employer as a separate, self-governing entity and provide it with authority to operate independently of the local or national foreign governments? N/A

9. Is your foreign employment subject to review or control by the local or national foreign government? If so, please explain in detail how the government is involved? No, I will be employed by McKinsey & Co regardless of whether I join this project team and will be still be employed by McKinsey & Co even if the project is

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terminated. Moreover, I will be employed by McKinsey when the project ends.

10. How will you be paid? By McKinsey & Co, my employer

11. If you are paid by a non-governmental entity, are funds of local or national foreign governments commingled with the private funds to the extent that the character and origin of each are indistinguishable? N/A

12. How will a foreign government's monies be involved in paying you? Government of Canada will pay McKinsey & Co, which in turn will pay my salary

13. What is the highest US security clearance that you have held? TS/SCI

14. What is the highest level of classified material to which you have been granted access? TS/SCI

15. Have you had access to special access programs? YES

16. Will you be working with classified information as part of the foreign employment? Potentially

17. Have you ever worked on matters involving this foreign country as part of your DoD duties? No

18. Have you had any DoD positions that may have given you specific expertise/knowledge useful in your proposed employment?

If so, please explain.

No, but my aggregate military experience is considered useful, as I'm familiar with government organization and functioning

19. What expertise/knowledge are expected to bring to your employment?

McKinsey consultant training
MBA education
Aggregate military experience

20. May this employment result in transfer or release of U.S. technology to a foreign government? If so, what

technology will be transferred to the foreign government as a result of the employment?

NO

21. Discuss the positions you have held in the military that are relevant to your employment with the foreign government and that involved technology that is either unclassified with a military or space application or classified.

N/A

22. Will you be required to execute an oath of allegiance to the foreign government? NO

23. Are you a U.S. citizen? YES

24. Will you be required to alter your citizenship status? If so, how? NO

20 March 2013

From: (b) (6)
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept employment with McKinsey & Co., Canada, to work as a consultant to Canada's Department of National Defence. I work for McKinsey & Co., USA, based out of the Washington, D.C. office. In this specific engagement, I will work with our Canadian affiliate.

2. The McKinsey consultant team will assist the Department of National Defence undertake an organizational transformation to become more effective and efficient, in order to maintain their military capability in a time of declining budgets. My specific role will be to assist DND's renewal team assess the various opportunities under consideration for their transformation. During this engagement, I will be compensated by my firm (McKinsey & Co.) which will receive its payment from the Government of Canada.

(b) (6)

Very Respectfully,

(b) (6)

Date: 15 Dec 2014

From:

(b) (6)

Retirement date: 01Jul2014

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

(2) Job description for Crewman Instructor (b) (6)

(3) SF312 (b) (6)

1. Admiral, this letter requests permission to accept employment with Global Aerospace Logistics, LLC (GAL) in the United Arab Emirates (UAE) when the ownership changes to the UAE government owned, Emirates Defense Industries Company (EDIC), as a Aircrew Instructor. My title and job duties at GAL will not change and is Aircrew Instructor.

2. I am currently employed at a UAE privately owned company, Global Aerospace Logistics, LLC (GAL). On December 7th, 2014, I was notified that the company will be acquired by a new entity called Emirates Defense Industries Company (EDIC). GAL has informed me that EDIC is owned by two companies, Mubadala and Tawazun which are owned by the UAE Government. GAL will continue to pay my salary and will become a subsidiary of EDIC. My job duties will not change and are authorized through a U.S. Department of State (DoS) approved secondment arrangement with a U.S. company, Knowledge International, LLC (KI). I will receive compensation from GAL for the duties performed. To the best of my knowledge, my pay will not be affected by the change of ownership of GAL.

(b) (6)

Very Respectfully,

(b) (6)

Foreign Government Employment Questionnaire

Name: (last, first, middle initial)

(b) (6)

Physical address(include mailing if different) (b) (6)

Phone: (b) (6) (US home) (b) (6)

Email: (b) (6)

Military Retirement Date (if applicable): 01Jul2014

Rank/Rate (at retirement) (b) (6)

SSN (last four digits): (b) (6)

Location of proposed employment: Abu Dhabi, UAE

1. Who is your proposed employer and how are they connected to a foreign government?

I am currently employed at a UAE privately owned company, Global Aerospace Logistics, LLC (GAL). On December 7th, 2014, I was notified that the company will be acquired by a new entity called Emirates Defense Industries Company (EDIC). GAL has informed me that EDIC is owned by two companies, Mubadala and Tawazun which are owned by the UAE Government. GAL will continue to pay my salary and will become a subsidiary of EDIC.

2. What is your proposed job title?

My title and job duties at GAL will not change and is Aircrew Instructor.

3. What will your job duties involve? If a job description is available, please attach.

My job duties will not change and are authorized through a U.S. Department of State (DoS) approved secondment arrangement with a U.S. company, Knowledge International, LLC (KI) as detailed in question 13.

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

I will receive compensation from GAL for the duties performed via monthly pay and allowances which I cannot disclose due to a non-disclosure agreement I signed with GAL. to the best of my knowledge, my pay will not be affected by the change of ownership of GAL.

5. Are you a U.S. citizen?

Yes

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

Foreign citizenship is not required and not planned as part of this employment. I will not be required to execute an oath of allegiance to the UAE Government as part of this employment

7. What is the highest U.S. security clearance that you have held?

Secret

8. What is the highest level of classified material to which you have been granted access?

Secret

9. Have you had access to Special Access Programs?

No

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

UAE Secret

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

No

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

Yes, I was an aircrew instructor with the US Navy for 10 years and was a small arms instructor for 15 years.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

No.

Through an agreement with the U.S. Department of State (DoS) under DTCC Case No. 12-0000094, I have a secondment arrangement with Knowledge International, LLC (KI), a U.S. company registered as a broker and exporter with the Directorate of Defense Trade Controls (DDTC), for the provision of defense services to GAL as authorized under TAA #2871-12. For any questions regarding this authorization, please contact (b) (6), Knowledge International, LLC (b) (6)

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

(b) (6)

Date

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 841, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

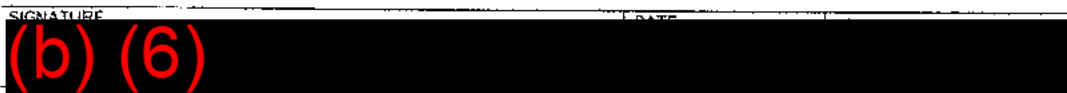
10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.


(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIGNATURE  (b) (6) (See Notice below)
EMPLOYER OR CONTRACTOR, LICENSEE, GRANTEE OR AGENT PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.
 (b) (6)	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~have not~~ (strike out inappropriate word or words) received a security debriefing.

 (b) (6) the

precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

Date: 15 December, 2014

From (b) (6)

(b) (6)

Telephone Number (UAE): (b) (6)

(b) (6)

Retirement Date: 01 July 2012

(b) (6) USN

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept employment with Global Aerospace Logistics, LLC (GAL) in the United Arab Emirates (UAE) when the ownership changes to the UAE government owned, Emirates Defense Industries Company (EDIC), as an Instructor Pilot

2. I am currently employed at a UAE privately owned company, Global Aerospace Logistics, LLC (GAL). On December 7th, 2014, I was notified that the company will be acquired by a new entity called Emirates Defense Industries Company (EDIC) which is owned by the UAE Government. GAL will continue to pay my salary and will become a subsidiary of EDIC. I am employed as a Super Puma Instructor Pilot and my job duties are to provide ground and flight training in Antisubmarine Warfare to Emirati Super Puma Pilots.

(b) (6)

Very Respectfully

(b) (6)

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address: (b) (6)

Mailing Address: (b) (6)

Phone: (b) (6)

Email: (b) (6)

Military Retirement Date: 01 July 2012

Rank: (b) (6)

SSN (last four digits): (b) (6)

Location of proposed employment: Al Bateen Executive Airport, Abu Dhabi, UAE

1. Who is your proposed employer and how are they connected to a foreign government?

I am currently employed at a UAE privately owned company, Global Aerospace Logistics, LLC (GAL). On December 7th, 2014, I was notified that the company will be acquired by a new entity called Emirates Defense Industries Company (EDIC). GAL has informed me that EDIC is owned by two companies, Mubadala and Tawazun which are owned by the UAE Government. GAL will continue to pay my salary and will become a subsidiary of EDIC.

2. What is your proposed job title?

My title and job duties at GAL will not change and is: (b) (6) Instructor pilot.

3. What will your job duties involve? If a job description is available, please attach.

My job duties will not change and are authorized through a U.S. Department of State (DoS) approved secondment arrangement with a U.S. company, Knowledge International, LLC (KI) as detailed in question 13. My job duties are to provide ground and flight training in Antisubmarine Warfare to Emirati (b) (6) Pilots.

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

I will receive compensation from GAL for the duties performed. To the best of my knowledge, my pay will not be affected by the change of ownership of GAL.

5. Are you a U.S. citizen?

Yes

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

Foreign citizenship is not required and not planned as part of this employment. I will not be required to execute an oath of allegiance to the UAE Government as part of this employment.

7. What is the highest U.S. security clearance that you have held?

Top Secret (SCI)

8. What is the highest level of classified material to which you have been granted access?

TOP Secret

9. Have you had access to Special Access Programs?

No

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

Yes, I will have access to material classified up to Secret, Releasable to USA, UAE, as well as UAE Restricted Information (Aircraft, Sensors, Weapons Systems Capabilities and Employment; schedules for training exercises including US and coalition forces).

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

No

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

Yes, Operational and Training assignments as a Helicopter Antisubmarine Warfare Pilot.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

No.

Through an agreement with the U.S. Department of State (DoS) under DTCC Case No. 12-0000094, I have a secondment arrangement with Knowledge International, LLC (KI), a U.S.

company registered as a broker and exporter with the Directorate of Defense Trade Controls (DDTC), for the provision of defense services to GAL as authorized under (insert TAA #2871-12 as amended). For any questions regarding this authorization, please contact (b) (6)

(b) (6)

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

(b) (6)

Date

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(a) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 541, 793, 794, 798, *952 and 1924, title 18, United States Code; the provisions of section 793(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an Inspector General, the Inspectors General of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the Inspector General of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, 7952 and 1924 of title 18, United States Code, and section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.50(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

(b) (6)

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.
(b) (6)	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I ~~thereby~~ (have not) (strike out inappropriate word or words) received a security debriefing.

(b) (6)

disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1986). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

15 DEC 2014

From: (b) (6)
(M) (b) (6) (UAE) (b) (6) (US)
(E) (b) (6)
Retirement Date: 01 JUN 2014

To: CHIEF OF NAVAL PERSONNEL

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire
(2) Job Description (b) (6)
(3) SF-312 (b) (6)

1. Admiral, this letter requests permission to accept employment with Global Aerospace Logistics, LLC (GAL) in the United Arab Emirates (UAE) when the ownership changes to the UAE government owned, Emirates Defense Industries Company (EDIC), as a Tactical Operations Expert.

2. I am currently employed at a UAE privately owned company, Global Aerospace Logistics, LLC (GAL). On December 7th, 2014 I was notified that the company will be acquired by a new entity called Emirates Defense Industries Company (EDIC). The duties I will perform will remain unchanged and will be in the capacity as the Naval Aviation Operations SME who interacts directly with the UAE Naval Aviation Group Operations Officers and the UAE Joint Aviation Command (JAC) in matters related to daily operations and training, as authorized through a US Department of State (DoS) approved secondment arrangement with Knowledge International, LLC (KI). I will receive compensation from GAL for the duties performed via monthly pay and allowances. To the best of my knowledge, my pay will not be affected by the change of ownership of GAL.

(b) (6)

Very Respectfully,

(b) (6)

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

I will receive compensation from GAL for the duties performed via monthly pay and allowances which I cannot disclose due to a non-disclosure agreement I signed with GAL. To the best of my knowledge, my pay will not be affected by the change of ownership of GAL.

5. Are you a U.S. citizen?

Yes.

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

Foreign citizenship is not required and not planned as part of this employment. I will not be required to execute an oath of allegiance to the UAE Government as part of this employment.

7. What is the highest U.S. security clearance that you have held?

Top Secret (SCI)

8. What is the highest level of classified material to which you have been granted access?

Top Secret (SCI)

9. Have you had access to Special Access Programs?

No.

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

Yes. I have access to UAE SECRET and SECRET REL USA UAE information. The latter only as required in support of Joint/Coalition training and exercises. Otherwise, day to day duties require UAE Restricted (FOUO) and open-source UNCLAS information only.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

Yes. I was assigned as part of the U.S. Forces Central Command Crisis Response Element (CRE) from February – June 2012 as the Air Detachment Operations Officer involved in Theater Security Cooperation efforts.

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address:

Mailing address:

Phone:

Email: (b) (6)

Military Retirement Date: 01 JUN 2014

Rank/Rate (at retirement): (b) (6)

SSN (last four digits): (b) (6)

Location of proposed employment: Abu Dhabi, United Arab Emirates

1. Who is your proposed employer and how are they connected to a foreign government?

I am currently employed at a UAE privately owned company, Global Aerospace Logistics, LLC (GAL). On December 7th, 2014 I was notified that the company will be acquired by a new entity called Emirates Defense Industries Company (EDIC). GAL has informed me that EDIC is owned by two companies, Mubadala and Tawazun, which are owned by the UAE Government. GAL will continue to pay my salary and will become a subsidiary of EDIC.

2. What is your proposed job title?

My title and job duties at GAL will not change and is Operations Expert .

3. What will your job duties involve? If a job description is available, please attach.

My job duties will not change and are authorized through a U.S. Department of State (DoS) approved secondment arrangement with a U.S. company, Knowledge International, LLC (KI) as detailed in question 13.

My job duties are as described in enclosure (2) – Job Description (b) (6)

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

Yes. I held operational and training assignments as an Anti-Submarine Warfare (ASW) and Anti-Surface Warfare (ASuW) pilot and Air Operations Officer.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

No.

Through an agreement with the US Department of State (DoS) under DTCC Case No. 12-0000094, I have a secondment arrangement with Knowledge International, LLC (KI), a U.S. company registered as a broker and exporter with the Directorate of Defense Trade Controls (DDTC), for the provision of defense services to GAL as authorized under TAA #2871-12 (as amended). For any questions regarding this authorization, please contact (b) (6) Knowledge International, LLC via email: (b) (6) or phone: (b) (6) (b) (6)

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

(b) (6)
Date

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN (b) (6) AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, 952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 541, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

(b) (6)

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.
(b) (6)	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~(have not)~~ (strike out inappropriate word or words) received a security debriefing.

(b) (6)

advised that authority for soliciting your Social Security Number (SSN) is Public Law 109-164 (April 20, 1986). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address: (b) (6)

Phone: (b) (6)

Email: (b) (6)

Military Retirement Date : 31 December 2012

Rank/Rate: (b) (6)

SSN (last four digits): (b) (6)

Location of proposed employment: UAE

1. Who is your proposed employer and how are they connected to a foreign government?

I am currently employed at a UAE privately owned company, Global Aerospace Logistics, LLC (GAL). On December 7th, 2014, I was notified that the company will be acquired by a new entity called Emirates Defense Industries Company (EDIC). GAL has informed me that EDIC is owned by two companies, Mubadala, LLC and Tawazun, LLC which are owned by the UAE Government. GAL will continue to pay my salary and will become a subsidiary of EDIC. In connection with my employment with GAL, and through an agreement with the U.S. Department of State (DoS) under DTCC Case No. 12-0000094, I am seconded to a U.S. Company, Knowledge International, LLC (KI) a limited liability company under the laws of Delaware headquartered at 300 N. Lee St. Suite 305, Alexandria, VA 22314 and with branch offices at Khalifa Commercial Center, Khalifa City A, Suite 205, Abu Dhabi, UAE. Accordingly, I have signed a Contract Employee Agreement (CEA) which states that in order to satisfy the requirements of DDTC, GAL has agreed to second US persons to KI, such that KI will exercise oversight and management, even though I will remain employed by GAL and subject to all terms and conditions of the employment agreement with GAL. Should you require more information about this arrangement, please contact (b) (6)

(b) (6)

2. What is your proposed job title?

My title and job duties at GAL will not change and is Joint Terminal Attack Control (JTAC) Instructor

3. What will your job duties involve? If a job description is available, please attach.

My job duties will not change and are authorized through a U.S. Department of State (DoS) approved secondment arrangement with a U.S. company, Knowledge International, LLC (KI) as detailed in question 13.

My job duties are to create, implement and execute training systems and deliver instruction for the UAE JTAC Program as authorized by the DoS. I report to GAL Aviation Directorate and facilitate activities between the GAL Aviation Director and the UAE Armed Forces on behalf of GAL.

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

I will receive compensation from GAL in the amount of (b) (4) for the duties performed. To the best of my knowledge, my pay will not be affected by the change of ownership of GAL.

5. Are you a U.S. citizen?

Yes

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

Foreign citizenship is not required and not planned as part of this employment. I will not be required to execute an oath of allegiance to the UAE Government as part of this employment.

7. What is the highest U.S. security clearance that you have held?

TS/SCI

8. What is the highest level of classified material to which you have been granted access?

TS/SCI

9. Have you had access to Special Access Programs?

YES

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

NO

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

No

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

Yes. I held the Joint Terminal Attack Controller (JTAC) qualification and was a JTAC instructor at NSAWC, NAS Fallon, NV.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

Through an agreement with the U.S. Department of State (DoS) under DTCC Case No. 12-0000094, I have a secondment arrangement with Knowledge International, LLC (KI), a U.S. company registered as a broker and exporter with the Directorate of Defense Trade Controls (DDTC), for the provision of defense services to GAL as authorized under TAA #1659-12 (as amended). For any questions regarding this authorization, please contact (b) (6)

(b) (6)

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)
Signature

(b) (6)
Date

Date 12/15/14

From: (b) (6)
Address: (b) (6)
SSN: (b) (6)
Military retirement date: 31 December 2012
Rank/Rate (b) (6)

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept employment with Global Aerospace Logistics, LLC (GAL) in the United Arab Emirates (UAE) when the ownership changes to the UAE government owned, Emirates Defense Industries Company (EDIC), as a Joint Terminal Attack Control (JTAC) instructor.

2. I am currently employed at a UAE privately owned company, Global Aerospace Logistics, LLC (GAL). On December 7th, 2014, I was notified that the company will be acquired by a new entity called Emirates Defense Industries Company (EDIC). GAL has informed me that EDIC is owned by two companies, Mubadala, LLC and Tawazun, LLC which are owned by the UAE Government. My job duties will be to create, implement and execute training systems and deliver instruction for the UAE JTAC Program.

. I will report to GAL Aviation Directorate and receive compensation from GAL for the duties performed. Through an agreement with the U.S. Department of State (DoS) under DTCC Case No. 12-0000094, I have a secondment arrangement with Knowledge International, LLC (KI), a U.S. company registered as a broker and exporter with the Directorate of Defense Trade Controls (DDTC), for the provision of defense services to GAL as authorized under TAA #1659-12 (as amended). I will not have access to U.S. Classified information.

(b) (6)

Very Respectfully,

(b) (6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN (b) (6)**AND THE UNITED STATES**

(Name of individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(a)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(a)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIGNATURE	DATE	SOCIAL SECURITY NUMBER (See Notice below)
(b) (6)		

NUMBER) (Type or print)

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED	THE UNDERSIGNED ACCEPTED THIS AGREEMENT

(b) (6)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~(have not)~~ (strike out inappropriate word or words) received a security debriefing.

(b) (6)

advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 28, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

10 Jan 2014

From: (b) (6)
To: Chief of Naval Personnel
Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL
Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept employment as a family practice physician with the Medical Clinic Associates of Powell River, British Columbia and Vancouver Coastal Health Authority as a Family Physician.

2. The Medical Clinic Associates is a medical group practice with 11 physicians and staff in Powell River British, Columbia, a community about 100 miles up the coast from Vancouver. The group is a private practice, and provides outpatient clinic physician services and inpatient care in the local Provincial Hospital for patients in Powell River and surrounding communities. As Canada has government funded health care, the health care in British Columbia is funded by the Province of British Columbia's Ministry of Health through regional Health Districts. The Health District pays physicians for providing medical care to the citizens of British Columbia. My proposed duties will be to provide outpatient care for patients in the clinic and occasional shifts in the emergency room and/or delivering babies at the local hospital. Compensation will be based on the care that I provide on a fee for service basis. The Clinic will bill the Regional Health District in this case, the Vancouver Coastal Health District. I will be paid by the Clinic a proportion of the billing that reflects the costs of operating the clinic. The clinic will bill the Health Authority for the Care that I provide in the Emergency Room or on the Hospital wards.

(b) (6)

Very Respectfully,

(b) (6)

Enclosure (1)

FOREIGN GOVERNMENT EMPLOYMENT QUESTIONNAIRE

Please return this questionnaire, your most recent signed SF 312 Classified Information Non-Disclosure Agreement, and any other attachments via email to (b) (6)

Name:

(b) (6)

Address:

Phone: (b) (6) Cell, (b) (6) Home, (b) (6) Work

Email:

(b) (6)

1. What is your military retirement date? 01 June 2014
2. What was your rank/rate at retirement? (b) (6)
3. What are the last four of your SSN? (b) (6)
4. Who is your proposed foreign employer? Medical Clinic Associates of Powell River British Columbia and the Vancouver Coastal Health Authority.
5. What will your foreign employment job title be? Family Physician
6. What will your duties involve? Providing outpatient clinic care and covering emergency room shifts and managing patients admitted to the regional hospital, Powell River General Hospital.
7. Is your employer a foreign government or connected with such a government? If so, please explain. The Medical Clinic Associates is a private group practice owned by the physician members. The clinic bills the Vancouver Coastal Health District for the care they deliver. The Health District is funded by the Minister of Health of the Province of British Columbia. The Vancouver Coastal Health Authority is an agency set up by and funded by the Provincial Government to administer the health care benefit for Canadians in the area around Vancouver and North on the BC Coast.
8. Is your employer a foreign government-owned or controlled business? If so, does the applicable law establish your employer as a separate, self-governing entity and provide it

with authority to operate independently of the local or national foreign governments? The Vancouver Coastal Health Authority is a government funded agency to deliver health care to the population of the Province of British Columbia. The Medical Clinic Associates is an independent private practice owned by the partners in the Medical Group. The licenses to practice are issued by the College of Physicians and Surgeons of British Columbia.

9. Is your foreign employment subject to review or control by the local or national foreign government? If so, please explain in detail how the government is involved? The government Ministry of Health has issued a certificate of need for me, a foreign physician to be employed in the underserved area of Powell River.

10. How will you be paid? I will be paid by both the Vancouver Health Authority for the work that I directly do in the Powell River Hospital and I will be paid by the Medical Clinic Associates of Powell River for the care delivered in the clinic. They bill the Health Authority and then they pay me a percentage of the collections after paying the overhead expenses. The funding for health care in BC is by the Provincial Government.

11. If you will be paid by a non-governmental entity, are funds of local or national foreign governments commingled with the private funds to the extent that the character and origin of each are indistinguishable? See answer to number 10.

12. How will a foreign government's monies be involved in paying you? The Ministry of Health in the Province of British Columbia funds all health care in British Columbia through tax revenue.

13. What is the highest US security clearance that you have held? TS SCI

14. What is the highest level of classified material to which you have been granted access? TS SCI

15. Have you had access to special access programs? Yes

16. Will you be working with classified information as part of the foreign employment? No.

17. Have you ever worked on matters involving this foreign country as part of your DoD duties? Yes, As Force Surgeon for

FOREIGN EMPLOYMENT QUESTIONNAIRE

Commander Naval Forces Europe and Africa and US Sixth Fleet I worked with a NATO TASK FORCE that was headed at the time by a Canadian General.

18. Have you had any DoD positions that may have given you specific expertise/knowledge useful in your proposed employment? If so, please explain. My work as a physician has prepared me for this position. I worked as a private practice physician for ten years before joining the Navy in 1993 and have maintained my clinical skills through my career in the Navy.

19. What expertise/knowledge are expected to bring to your employment? Skills as a Family Physician.

20. May this employment result in transfer or release of U.S. technology to a foreign government? If so, what technology will be transferred to the foreign government as a result of the employment? No transfer of technology is expected.

21. Discuss the positions you have held in the military that are relevant to your employment with the foreign government and that involved technology that is either unclassified with a military or space application or classified. The positions I have held with the US Navy involving patient care and clinic management will be relevant to the job, but the positions I have held with operational forces providing medicine leadership coordinating medical support for fleet operations will not have relevance.

22. Will you be required to execute an oath of allegiance to the foreign government? No

23. Are you a U.S. citizen? Yes

24. Will you be required to alter your citizenship status? If so, how? No

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 12958, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in Sections 1.2, 1.3, and 1.4(e) of Executive Order 12958, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of the information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or the termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of Sections 641, 793, 794, 798, *952 and 1924, Title 18, United States Code, * the provisions of Section 783(b), Title 50, United States Code, and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of Section 793 and/or 1924, Title 18, United States Code, a United States criminal law.
8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.
9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

(Continue on reverse.)

10 These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12958; Section 7211 of Title 5, United States Code (governing disclosures to Congress), Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that expose confidential Government agents), and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, 952 and 1924 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

11 I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this Agreement and its implementing regulation (32 CFR Section 2003.20) so that I may read them at this time, if I so choose.

(b) (6)

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b) (6)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~(have not)~~ (strike out inappropriate word or words) received a security debriefing.

(b) (6)

Notice: The Privacy Act of 1974 (5 U.S.C. 552a) requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to 1) certify that you have access to the information indicated above or 2) determine that your access to the information indicated has terminated. Although disclosure of your SSN is not mandatory, your failure to do so may impede the processing of such certifications or determinations, or possibly result in the denial of your being granted access to classified information.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

16 Dec 2014

(b) (6)

Phone: (b) (6)

Email: (b) (6)

(b) (6) SSN

Military Retirement Date: 1 Oct 2013

Rank at Retirement: (b) (6)

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to continue employment with Global Aerospace Logistics, LLC (GAL) in the United Arab Emirates (UAE) when the ownership changes to the UAE government owned, Emirates Defense Industries Company (EDIC), as a *Training Expert*.
2. I currently work as a Training Expert for GAL here in the UAE. See Job Description in attached questionnaire. GAL previously received State Department authorization via Knowledge International LLC (KI) for this work. To the best of my knowledge, I will continue to be paid as an employee of GAL although the ownership of GAL will fall under EDIC.
3. (b) (6)

(b) (6)

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address (include mailing if different):

(b) (6)

MAILING ADDRESS:

(b) (6)

Phone: (b) (6)

Email: (b) (6)

Military Retirement Date (if applicable): 1 Oct 2014

Rank/Rate (at retirement): (b) (6)

SSN (last four digits): (b) (6)

Location of proposed employment: Abu Dhabi

1. Who is your proposed employer and how are they connected to a foreign government?

I currently work for Global Aerospace Logistics, LLC in Abu Dhabi. Emirates Defense Industries Company (EDIC), a UAE government entity, will become the owner of this private company in the near future. Since GAL will become government owned and I am a retired military officer, I understand I will need approval from the Secretary of the Navy and the Secretary of State as per US Constitution (Article 1, section 9, clause 8).

2. What is your proposed job title?

Training Expert

3. What will your job duties involve? If a job description is available, please attach.

ADVISE THE JAC DIRECTOR OF TRAINING ON PLANNING, DEVELOPING, CONDUCTING, EVALUATING AND IMPROVING TRAINING PROCESSES. WILL

ADVISE THE JAC DIRECTOR OF TRAINING AND ASSIST HIM WITH THE DEVELOPMENT AND PREPARATION OF TRAINING PLANS. WILL ADVISE AND ASSIST THE JAC DIRECTOR OF TRAINING IN DEVELOPING AND IMPLEMENTING TRAINING DOCTRINE. WILL ADVISE AND ASSIST THE JAC DIRECTOR OF TRAINING WITH ASSESSING TRAINING READINESS AND CAPABILITIES IN ORDER TO MEET CURRENT AND FUTURE TRAINING END-STATES. WILL ASSIST IN IDENTIFYING TRAINING SHORTCOMINGS AND IN DEVELOPING A STRATEGY FOR MITIGATING TRAINING DEFICIENCIES. WILL MENTOR AND DEVELOP MILITARY OFFICERS AND NON-COMMISSIONED OFFICERS, AND WILL PERFORM OTHER TASKS AS DIRECTED BY THE JAC DIRECTOR OF TRAINING.

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

I will receive compensation from GAL for the duties performed via monthly pay and allowances which I cannot disclose due to a non-disclosure agreement I signed with GAL. To the best of my knowledge, my pay will not be affected by the change of ownership of GAL.

5. Are you a U.S. citizen?

Yes

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No

7. What is the highest U.S. security clearance that you have held?

TS/SCI

8. What is the highest level of classified material to which you have been granted access?

TS/SCI

9. Have you had access to Special Access Programs?

Yes

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

Yes. I have access to UAE SECRET and SECRET REL USA UAE information. The latter only as required in support of Joint/Coalition training and exercises. Otherwise, day to day duties require UAE Restricted (FOUO) and open-source UNCLAS information only.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

Yes. Previously (b) (6)

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

See 11. As the previous (b) (6) here in the UAE, I learned to speak Arabic and established friendships with former US military members working with the UAE military (in GAL).

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

No. I have not had access to technical data related to the design, development, production, manufacture of defense articles.

Through an agreement with the US Department of State (DoS) under DTCC Case No. 12-0000094, I have a secondment arrangement with Knowledge International, LLC (KI), a U.S. company registered as a broker and exporter with the Directorate of Defense Trade Controls (DDTC), for the provision of defense services to GAL as authorized under TAA #2871-12 (as amended). For any questions regarding this authorization, please contact (b) (6) via email:

(b) (6) or phone: (b) (6)

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

(b) (6)

Date

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(a) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an Inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the Inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

(b) (6)

(Write below)

NUMBER) (Type or print)

CONTAINER NUMBER, IF APPLICABLE, FEDERAL SUPPLY CODE

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT
(b) (6)	(b) (6)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I have ~~deleted~~ (strike out inappropriate word, if used) ~~deleted~~

(b) (6)

precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

March 22, 2014

From: (b) (6)

To: Chief of Naval Personnel

Subj: REQUEST BY RETIRED NAVY MEMBER FOR APPROVAL TO
BE EMPLOYED WITH FOREIGN GOVERNMENT

Ref: (a) 37 U.S.C. 908

(b) Paragraph 9-701, DoD 5500.7-R (Joint Ethics
Regulation)

1. Pursuant to references (a) and (b), I respectfully request approval to be employed by Shandong University, Jinan, China. As required by reference (b), a full description of the contemplated employment and the nature and extent of the involvement with the foreign government is provided below.

2. I understand that, as a retired member of the U.S. Navy, I may accept employment or compensation with Shandong University, Jinan, China only if the Secretary of the Navy and the Secretary of State have approved the employment. I further understand that acceptance of such foreign employment with the required approval could result, under certain circumstances, in the forfeiture of military retirement pay and the loss of U.S. citizenship.

3. For identification purposes, I served in the U.S. Navy from Feb 1974 to Feb 1994. I retired at the rank of (b) (6). My effective date of retirement was 1 March, 1994. Since my date of retirement from the Navy, I have resided at (b) (6). (b) (6) (That has been my permanent residence since 1988, although during that time I have temporarily lived at other addresses incident to my work. I am returning to my permanent residence in June incident to accepting this employment.)

4. <http://www.sdu.edu.cn/esdu/eindex.htm> Shandong University was founded in 1901. For much of its history, Shandong University was known as Shandong Medical University. It was the second national university in China. Shandong University is a key, comprehensive university, comprised of 30 schools and 11 main disciplines, including philosophy, economics, law, literature, history, natural sciences, engineering, management, medicine, education, and military. It offers 140 undergraduate programs, 199 Masters programs (plus 7 professional Masters degrees), and 118 doctoral programs, plus 9 post-doctoral stations and 100 labs and research centers. Claimed enrollments are 35,000 undergraduate

students and 10,000 graduate students. The university is associated with 15 affiliated and teaching hospitals.

5. My role will be to teach (b) (6) to (b) (6). This is a BYU-sponsored program which I believe is about 25 years old. BYU screens applicants and submits names to a number of Chinese universities. The universities make the final candidate selection. Travel to/from China is a shared expense between the candidate and the university. The only money I will receive is a (b) (4) of about (b) (4).

6. In this employment position with Shandong University, I will not be required to share any classified information in the performance of my duties.

7. If you need any additional information to supplement this request, you may contact me at (b) (6).

(b) (6)

(b) (6)

FOREIGN EMPLOYMENT QUESTIONNAIRE

Please contact (b) (6) at (b) (6)
for questions or email instructions.

Name:

Address:

Phone:

1. What is your military retirement date?
1 March, 1994

2. What was your rank/rate at retirement?

3. What is your SSN?

4. Who is your proposed foreign employer?

Brigham Young University, Provo Utah is the sponsor. I
have been selected to teach (b) (6)
(b) (6) at Shandong University, Jinan, China.

(b) (6)

We return in February 2015 and teach until
May 2015. Then we are free for the summer. We can
enroll for a second tour in Fall 2015 if we and the
University mutually agree. The only money I will
receive is a living (b) (4)

(b) (4)

5. What will your foreign employment job title be?

(b) (6)

6. What will your duties involve?

Teaching (b) (6) at the Shandong
University.

7. Is your employer a foreign government or connected with
such a government? If so, please explain.

I will be working for the University. According to my
"Waibon", Shandong University is a public university funded
mainly by central government. It also receives some

funding from the provincial government. So I am paid by university funding, with some student tuition commingled. In China the tuition is only a very small part of the university revenue stream and the university's operating budget is mostly from government funding. I can provide my Waibon's email to you if you would like to read it.

8. If your employer is a foreign government owned or controlled business, does the applicable law establish your employer as a separate, self-governing entity and provide it with authority to operate independently of the local or national foreign governments?

To my Knowledge, the University is a separate entity.

9. Is your foreign employment subject to review or control by the local or national foreign government? If so, please explain in detail how the government is involved?

NO. The University performs the screening and selection process for candidates proposed by BYU.

10. How will you be paid?

Chinese currency

11. If you are paid by a non-governmental entity, are funds of local or national foreign governments commingled with the private funds to the extent that the character and origin of each are indistinguishable? See #7 Above.

12. How will a foreign government's monies be involved in paying you? Passed through the university operating budget.

13. What is the highest US security clearance that you have held? Secret

14. What is the highest level of classified material to which you have been granted access? Secret

15. Have you had access to special access programs? Special Weapons Facility Bangor (SWFPAC). I was a Supply Corps officer and I stood duty there.

16. Will you be working with classified information as part of the foreign employment? NO

17. Have you ever worked on matters involving this foreign country as part of your DoD duties? **NO**

18. Have you had any DoD positions that may have given you specific expertise/knowledge useful in your proposed employment? **NO**

If so, please explain.

19. What expertise/knowledge are you expected to bring to your employment? **(b) (6)**

20. May this employment result in transfer or release of U.S. technology to a foreign government? If so, what technology will be transferred to the foreign government as a result of the employment? **NO**

21. Discuss the positions you have held in the military that are relevant to your employment with the foreign government and that involved technology that is either unclassified with a military or space application or classified. **NONE**

22. Will you be required to execute an oath of allegiance to the foreign government? **NO**

23. Are you a U.S. citizen? **YES**

24. Will you be required to alter your citizenship status? If so, how? **NO**

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 12958, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in Sections 1.2, 1.3, and 1.4(e) of Executive Order 12958, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of the information or last granting me a security clearance that such disclosure is permitted; I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or the termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of Sections 841, 793, 794, 798, *952 and 1924, Title 18, United States Code, * the provisions of Section 783(b), Title 50, United States Code, and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of Section 793 and/or 1924, Title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

(Continue on reverse.)

10. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, 952 and 1924 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

11. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this Agreement and its implementing regulation (32 CFR Section 2003.20) so that I may read them at this time, if I so choose.

(b) (6)

NUMBER)

US ARMY ENGINEER DISTRICT ALASKA
2204 TALLEY AVE
PO BOX 6898
ELMENDORF AFB, AK 99506

WITNESS

ACCEPTANCE

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY
THE UNDERSIGNED.

THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON
BEHALF OF THE UNITED STATES GOVERNMENT.

(b) (6)

SECURITY DEBRIEFING ACKNOWLEDGMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~have not~~ (strike out inappropriate word or words)

(b) (6)

disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to 1) certify that you have access to the information indicated above or 2) determine that your access to the information indicated has terminated. Although disclosure of your SSN is not mandatory, your failure to do so may impede the processing of such certifications or determinations, or possibly result in the denial of your being granted access to classified information.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

27 JUN 14

From: (b) (6)
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept employment with Rural Doctors Workforce Agency, as a Family Medicine physician in Australia, ensuring and enhancing the health and wellbeing of rural communities.

2. The Rural Doctors Workforce Agency ensures medical care to remote areas in South Australia. As a Family Physician employed by this agency I would be providing medical services in private general practices and rural state-funded hospitals. In the position as a General Practice Locum I would move every few weeks to different practices experiencing temporary physician shortages in the remote regions of South Australia

(b) (6)

Very Respectfully,

(b) (6)

FOREIGN GOVERNMENT EMPLOYMENT QUESTIONNAIRE

Please return this questionnaire, your most recent signed SF 312 Classified Information Non-Disclosure Agreement, and any other attachments via email to (b) (6)

Name:

(b) (6)

Address:

Phone:

(b) (6)

Email:

1. What is your military retirement date? 31 July 2014
2. What was your rank/rate at retirement? (b) (6)
3. What are the last four of your SSN? (b) (6)
4. Who is your proposed foreign employer? Rural Doctors Workforce Agency in Adelaide, South Australia
5. What will your foreign employment job title be? Rural Locum General Practitioner
6. What will your duties involve? The duties will be to provide Family Medicine and General Medical care in clinic, on duty and weekend at remote clinics in the South Australia state.
7. Is your employer a foreign government or connected with such a government? If so, please explain. The medical practice will be at both private general practices and at rural state-funded hospitals. The employer is a not for profit agency funded by the South Australian State government Department of Health to provide medical manpower to the region.
8. Is your employer a foreign government-owned or controlled business? If so, does the applicable law establish your employer as a separate, self-governing entity and provide it with authority to operate independently of the local or national foreign governments? It is not a foreign government owned or controlled business.
9. Is your foreign employment subject to review or control by the local or national foreign government? If so, please explain in detail how the government is involved? The Rural Doctors

Workforce Agency is a not for profit organization funded by the South Australian State Government Department of Health and the Australian Department of Health and Ageing, governed by doctors for doctors. My employment is not subject to government review, but will need a work visa to enter Australia.

10. How will you be paid? I will be paid in Australian dollars.

11. If you will be paid by a non-governmental entity, are funds of local or national foreign governments commingled with the private funds to the extent that the character and origin of each are indistinguishable? The organization receives funding from the State of Australia and South Australia

12. How will a foreign government's monies be involved in paying you? The funds to pay me will include funding given to Rural Doctors Workforce from the State of Australia and South Australia.

13. What is the highest US security clearance that you have held? Top Secret.

14. What is the highest level of classified material to which you have been granted access? Top Secret

15. Have you had access to special access programs? No.

16. Will you be working with classified information as part of the foreign employment? No.

17. Have you ever worked on matters involving this foreign country as part of your DoD duties? No.

18. Have you had any DoD positions that may have given you specific expertise/knowledge useful in your proposed employment? If so, please explain. I was a physician for all twenty years in the DoD and will continue to perform as a physician.

19. What expertise/knowledge are expected to bring to your employment? I am expected to be a Board Certified Family Medicine physician.

20. May this employment result in transfer or release of U.S. technology to a foreign government? If so, what technology will be transferred to the foreign government as a result of the

FOREIGN EMPLOYMENT QUESTIONNAIRE

employment? There will be no transfer or release of U.S. technology.

21. Discuss the positions you have held in the military that are relevant to your employment with the foreign government and that involved technology that is either unclassified with a military or space application or classified. No involvement with technology of military or space application.

22. Will you be required to execute an oath of allegiance to the foreign government? No.

23. Are you a U.S. citizen? Yes.

24. Will you be required to alter your citizenship status? If so, how? No change in citizenship status.

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 12958, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in Sections 1.2, 1.3, and 1.4(e) of Executive Order 12958, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of the information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or the termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of Sections 641, 793, 794, 798, *952 and 1924, Title 18, United States Code, * the provisions of Section 783(b), Title 50, United States Code, and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of Section 793 and/or 1924, Title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

(Continue on reverse.)

10. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12958; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats), the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that expose confidential Government agents), and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, 952 and 1924 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

11. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this Agreement and its implementing regulation (32 CFR Section 2003.20) so that I may read them at this time, if I so choose.

(b) (6)

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.
(b) (6)	(b) (6)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or attempt by an unauthorized person to solicit classified information, and that I (have) (will) promptly report to the Federal Bureau of Investigation any security debriefing.

(b) (6)

1. I agree to inform you precisely when it is necessary to 1) certify that you have access to the information indicated above or 2) determine that your access to the information indicated has terminated. Although disclosure of your SSN is not mandatory, your failure to do so may impede the processing of such certifications or determinations, or possibly result in the denial of your being granted access to classified information.

1. NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

May 29, 2014

From: (b) (6)
To: Chief of Naval Personnel

Subj: REQUEST TO ACCEPT EMOLUMENTS FROM A FOREIGN GOVERNMENT

Ref: (a) U.S. Constitution, Art. I § 9, cl. 8
(b) 37 U.S.C. § 908
(c) U.S. House of Representatives Document 111–43, May 21, 2009

Encl: (1) Completed Foreign Government Employment Questionnaire
(2) SF 312
(3) DD 214

1. This letter requests that the Chief of Naval Personnel, acting on behalf of the Secretary of the Navy, approve this request to accept emoluments from a foreign government.
2. Reference (a) prohibits retired U.S. Navy officers from accepting emoluments from a foreign government without the consent of Congress. Reference (b) authorizes the Secretary concerned and the Secretary of State to approve requests by retired officers of the uniformed services to “accept[] civil employment (and compensation for that employment)” from a foreign government.
3. In or about mid-March 2014, I began discussing employment opportunities with representatives of the Emirates Nuclear Energy Corporation (“ENEC”). See paragraph 5.a. below for additional details regarding ENEC. Throughout April and early May 2014, I engaged in several telephone discussions with ENEC senior executives regarding potential employment. On or about May 21, 2014, I was invited to travel to ENEC offices in Abu Dhabi, United Arab Emirates (“UAE”), to interview for the position of General Counsel of ENEC, or its principal subsidiary Nawah. See paragraph 5.b. below for additional details regarding the ENEC and Nawah positions. Although the dates for the trip have not been confirmed, I expect to travel to Abu Dhabi in mid-June 2014.
4. On May 27, 2014, I contacted the Chief of Naval Personnel, Office of Legal Counsel, regarding the process to request permission to accept emoluments from a foreign government. I understand that the term emoluments can be interpreted to mean not only compensation, but also payment of travel expenses associated with the employment interview process. Your Office of Legal Counsel advised me to complete a Foreign Government Employment Questionnaire (Enclosure (1)) and to provide a copy of my most recent signed SF 312 Classified Information Non-Disclosure Agreement (Enclosure (2)). I am also providing my DD 214 (Enclosure (3)) for your information.

Subj: REQUEST TO ACCEPT EMOLUMENTS FROM A FOREIGN GOVERNMENT

5. Details regarding this request:

a. In December 2009, His Highness Sheikh Khalifa Bin Zayed Al Nahyan, President of the UAE, established ENEC by decree. ENEC is the national organization charged with implementing the UAE civilian nuclear energy program. ENEC is responsible for deployment, ownership and operation of nuclear power plants within the UAE.

In addition, ENEC is responsible for:

Overseeing the work of the prime contractor for the first UAE commercial nuclear power plant, which is Korea Electric Power Company ("KEPCO"), in the design, construction and operation phases.

Working closely with the Abu Dhabi and UAE federal governments to ensure that the civil nuclear power program is aligned with the industrial infrastructure plans of the UAE, including oversight of the development of roads, utilities and telecommunications at and near the nuclear plant project site.

Working to build the human resource capacity for the nuclear energy program in coordination with the educational sector in the UAE.

Developing public communications and education programs to ensure that UAE residents understand the civil nuclear energy program and are provided information on the program's progress.

Serving as the investment arm of the Government of Abu Dhabi, making strategic investments in the nuclear sector, both domestically and internationally.

Nawah is a subsidiary of ENEC, and was recently established for the purpose of operating and maintaining the Barakah Nuclear Power Plant ("Barakah"), which is the ENEC-chosen site for construction and operation of a four unit KEPCO APR 1400 commercial nuclear power plant.

b. ENEC is presently recruiting for two senior attorney positions: (i) the General Counsel of ENEC; and (ii) the General Counsel of Nawah. I am being interviewed for the positions of ENEC General Counsel and Nawah General Counsel.

The ENEC General Counsel will provide the full scope of legal advice, counsel and representation on all matters relating to the financing, licensing and construction of Barakah, as well as the full scope of the legal support for the additional responsibilities of ENEC as described above.

Subj: REQUEST TO ACCEPT EMOLUMENTS FROM A FOREIGN GOVERNMENT

The Nawah General Counsel will focus on supporting Nawah. It is my understanding that there are over 1,000 employees of ENEC and that number will continue to grow to about 3,000 employees (excluding contractors). As construction of each power reactor at Barakah is completed and the reactors begin operation (Unit 1 – 2017, Unit 2 – 2018, Unit 3 – 2019 and Unit 4 – 2020), the substantial majority ENEC employees will be transitioned to Nawah. The Nawah General Counsel will provide the full scope of legal advice, counsel and representation on all matters relating to the licensing, operation and maintenance of Barakah

c. The UAE commercial nuclear power program receives significant and substantial support from the U.S. Government.

Atomic Energy Act Section 123 Agreement Between the U.S. and the UAE

On May 21, 2009, the President transmitted to Congress, pursuant to the Atomic Energy Act of 1954, as amended, (42 U.S.C. § 2153(b), (d)), the text of a proposed Agreement for Cooperation Between the Government of the United States of America and the Government of the United Arab Emirates Concerning Peaceful Uses of Nuclear Energy (“U.S. - UAE 123 Agreement”). The U.S. - UAE 123 Agreement entered into force after the two governments exchanged the relevant diplomatic notes on December 17, 2009.

The U.S. - UAE 123 Agreement is considered the “Gold Standard” of 123 Agreements. In the agreement, the UAE has committed to rely on existing international markets for nuclear fuel services and to forgo the pursuit of enrichment and reprocessing.

Support of the Export-Import Bank of the United States

On September 7, 2012, the board of the Export-Import Bank of the United States (“Ex-Im Bank”) authorized a \$2 billion direct loan to the Barakah One Company to underwrite the export of American equipment and service-expertise for the construction of the Barakah nuclear power plant in the UAE. The National Security Council and the Departments of State and Energy all supported the Ex-Im Bank loan transaction.

Role of Former U.S. Nuclear Regulatory Commission Officials

The UAE’s Federal Authority for Nuclear Regulation (“FANR”) is the independent UAE government body charged with regulating and licensing nuclear activities in the UAE, which includes protecting the public, workers and the environment by

Subj: REQUEST TO ACCEPT EMOLUMENTS FROM A FOREIGN GOVERNMENT

conducting nuclear regulatory programs in safety, security, radiation protection and safeguards.

The Director General of FANR is Dr. William D. Travers. Dr. Travers served in the U.S. Nuclear Regulatory Commission ("NRC") for 31 years, holding a number of senior leadership positions, which included Regional Administrator and Executive Director for Operations. The FANR Director General is the senior UAE government official charged with implementing UAE government oversight of the UAE's civilian nuclear power program. It is my understanding that there are also many former U.S. NRC personnel who are now employed by FANR.

6. I understand that withholding of retired pay equal to the amount received from the foreign government may occur if I accept employment prior to receiving the required approval. Given the nature of the position and the U.S. government's support for, and interest in, the success of the UAE's civilian commercial nuclear power program, I respectfully request that the Secretary approve my request to accept emoluments from a foreign government. Thank you for your consideration of this request.

7. Please contact me at (b) (6) (mobile) or (b) (6) (home) or (b) (6) if you have questions or need additional information.

(b) (6)

Navy Personnel Command, Office of Legal Counsel (Pers-OOL)
Naval Support Facility Arlington
701 South Courthouse Road, Room 4T035
Arlington, VA 22204
(703) 604-0443

FOREIGN GOVERNMENT EMPLOYMENT QUESTIONNAIRE

Please return this questionnaire, your most recent signed SF 312 Classified Information Non-Disclosure Agreement, and any other attachments via email to (b) (6).

Name: (b) (6)

Address: (b) (6)

Phone: (b) (6) (home) / (b) (6) (mobile)

Email: (b) (6) (personal) /
(b) (6) (work)

1. What is your military retirement date?

May 31, 2004

2. What was your rank/rate at retirement?

(b) (6)

3. What are the last four of your SSN?

(b) (6)

4. Who is your proposed foreign employer?

Emirates Nuclear Energy Corporation ("ENEC"), Abu Dhabi, United Arab Emirates ("UAE") or its principal subsidiary Nawah.

5. What will your foreign employment job title be?

General Counsel

6. What will your duties involve?

I will personally provide, and will supervise a staff of attorneys who will provide, the full scope of legal advice, counsel and representation on all matters relating to the financing, licensing, construction and operation of ENEC's commercial nuclear power plant, Barakah.

Additionally, I and my staff of attorneys will provide the full scope of legal advice, counsel and representation to ENEC on its other duties and responsibilities, which include:

- Ensuring alignment of the civil nuclear power program with the industrial infrastructure plans of the UAE, including oversight of the development of roads, utilities and telecommunications at and near the Barakah project site.
- Working to build the human resource capacity for the nuclear energy program in coordination with the educational sector in the UAE.
- Developing public communications and education programs to ensure that UAE residents understand the civil nuclear energy program and are provided information on the program's progress.
- Serving as the investment arm of the Government of Abu Dhabi, making strategic investments in the nuclear sector, both domestically and internationally.

Nawah was only recently established. Its role is to operate and maintain Barakah. ENEC is presently recruiting for two senior attorney positions: (i) the General Counsel of ENEC; and (ii) the General Counsel of Nawah. The ENEC General Counsel will provide the full scope of legal advice, counsel and representation on all matters relating to the financing, licensing and construction of Barakah, as well as the full scope of the legal support for the additional responsibilities of ENEC as described above.

It is my understanding that there are presently over 1,000 employees of ENEC and that number will continue to grow to about 3,000 employees (excluding contractors). As construction of each power reactor at Barakah is completed and the reactor begins operation (Unit 1 - 2017, Unit 2 - 2018, Unit 3 - 2019 and Unit 4 - 2020), the substantial majority ENEC employees will be transitioned to Nawah to support operation.

I am being considered for both positions.

7. Is your employer a foreign government or connected with such a government? If so, please explain.

Yes, ENEC was established by degree of His Highness Sheikh Khalifa Bin Zayed Al Nahyan, President of the UAE.

FOREIGN EMPLOYMENT QUESTIONNAIRE

8. Is your employer a foreign government-owned or controlled business? If so, does the applicable law establish your employer as a separate, self-governing entity and provide it with authority to operate independently of the local or national foreign governments?

ENEC is funded the government of the UAE, is managed by employees of the UAE government, and is governed by a six member Board of Directors consisting of four Emiratis and two Americans.

ENEC is subject to oversight by the UAE's Federal Authority for Nuclear Regulation ("FANR"), the independent UAE government body charged with regulating and licensing nuclear activities in the UAE. FANR's responsibilities include protecting the public, workers and the environment by conducting nuclear regulatory programs in safety, security, radiation protection and safeguards.

FANR is governed by the Board of Management, a group of Emiratis who are appointed by UAE Cabinet Resolution and who must be citizens of the UAE. The Board of Management appoints the Director General, who has overall responsibility for day-to-day management of FANR. The Director General is a retired U.S. Nuclear Regulatory Commission ("NRC") senior executive named Dr. William Travers.

ENEC also has a Code of General Business Principles and Ethics which consists of a Vision, Mission, and list of Corporate Values. The Code emphasizes transparency.

Subjects addressed in the General Business Principles and Ethics include:

- Bribery and Corruption
- Company Assets
- Confidential Information
- Conflict of Interest
- Discipline
- Export Controlled Information
- Fraud
- Gifts and Entertainment
- Health and Safety
- Market (Financial) Misconduct

- Misconduct
- Reporting Incidents
- Restricted and Prohibited Trading
- Sensitive Nuclear Information
- Substance Abuse
- Whistleblowing
- Workplace Behavior

9. Is your foreign employment subject to review or control by the local or national foreign government? If so, please explain in detail how the government is involved?

See above.

10. How will you be paid?

Salary has not been discussed, but I will be compensated as a full time employee.

11. If you will be paid by a non-governmental entity, are funds of local or national foreign governments commingled with the private funds to the extent that the character and origin of each are indistinguishable?

I will be paid by the governmental entity. I do not believe any private funds will be involved.

12. How will a foreign government's monies be involved in paying you?

The foreign government entity will pay me a regular salary but it is not clear whether I will be paid in Emirati currency (Dirham) or U.S. currency (Dollar). The Central Bank of the UAE has pegged the dirham to the U.S. dollar at a rate of 1 dollar = 3.6725 dirhams.

13. What is the highest US security clearance that you have held?

Top Secret / NATO Top Secret
U.S. Department of Energy ("DOE") Q

FOREIGN EMPLOYMENT QUESTIONNAIRE

14. What is the highest level of classified material to which you have been granted access?

Top Secret / NATO Top Secret
DOE Q

15. Have you had access to special access programs?

No.

16. Will you be working with classified information as part of the foreign employment?

No.

17. Have you ever worked on matters involving this foreign country as part of your DoD duties?

No.

18. Have you had any DoD positions that may have given you specific expertise/knowledge useful in your proposed employment? If so, please explain.

I do not have any specific expertise and/or knowledge from my DoD experience that is useful in my proposed employment. However, during my Navy career, I developed general knowledge of the rigorous design philosophy and safety culture that is inherent in the U.S. Nuclear Navy.

Early in my Navy career, I was designated as a Naval Flight Officer and served as a P-3 Orion Tactical Coordinator (TACCO). As a P-3 TACCO, I learned general information regarding the mechanical noise that emanates from nuclear reactor propulsion systems in both U.S. and U.S.S.R. nuclear powered submarines, which information used to detect, localize, and track nuclear powered submarines.

Later in my career, I served as the (b) (6) [REDACTED], from December 2000 until my retirement in May 2004. In my role at Naval Reactors, I learned general information about the nuclear fission reaction, and systems and components that convert heat released during the fission reaction to steam. In a U.S. Navy nuclear powered vessel, that steam is largely used to generate mechanical energy (i.e., turn

a shaft). In contrast, commercial electric nuclear power plants use steam to turn large turbine electric generators.

The U.S. commercial nuclear power industry is staffed with many former U.S. Nuclear Navy trained personnel (officer and enlisted). The rigorous design philosophy and safety culture that is inherent in the U.S. Nuclear Navy is also inherent in the in U.S. commercial nuclear power industry (i.e., defense-in-depth designs, reporting safety concerns regardless of apparent significance).

Therefore, although I have general knowledge of Navy reactor operation, I don't have any specific expertise and/or knowledge from my DoD experience that is useful in my proposed employment because the detailed technological designs of a commercial nuclear power plant are different from U.S. Navy propulsion reactors.

19. What expertise/knowledge are you expected to bring to your employment?

(b) (6)

to represent electric utilities in the U.S. commercial nuclear power industry. The U.S. commercial nuclear power industry is regulated by the NRC. The Navy's nuclear power industry is not regulated by the NRC; the Navy's program is self-regulated. However, as mentioned above, U.S. Nuclear Navy and the U.S. commercial nuclear power industry share the same general design and operating philosophies (i.e., defense-in-depth designs, reporting safety concerns regardless of apparent significance).

After working with (b) (6) for two years, I was hired by (b) (6) to be their in-house nuclear lawyer. Over the past eight years, I have developed expertise providing legal advice, counsel and representation to APS on its management and operation of the (b) (6). (b) (6). In that role, I provide advice in the following areas:

- Commercial contracting for procurement of maintenance, materials and engineering support
- Commercial contracting for the procurement of nuclear fuel
- Labor, employment and personnel matters
- Insurance of and indemnity arising from operation of the nuclear plant

FOREIGN EMPLOYMENT QUESTIONNAIRE

- Regulation and oversight involving various Federal (NRC, DOE, Department of Commerce, National Labor Relations Board) and state (Arizona Corporation Commission, Arizona Department of Water Resources) agencies.

Although ENEC is regulated by FANR, FANR's regulations have been informed and influenced by the U.S. NRC's regulations, as well as International Atomic Energy Agency ("IAEA") recommended regulatory practices. I have experience with both NRC regulations and IAEA guidance. Additionally, ENEC will also likely be engaging in commercial relationships with many of the same vendors that support the U.S. commercial nuclear power industry. I also have experience dealing with those vendors.

20. May this employment result in transfer or release of U.S. technology to a foreign government? If so, what technology will be transferred to the foreign government as a result of the employment?

My employment will not involve the transfer or release of U.S. technology. ENEC's suppliers have already obtained export licenses from the U.S. DOE for export of U.S. technology to the UAE. In my position, I will be involved in ENEC's compliance with the U.S. DOE export license requirements.

21. Discuss the positions you have held in the military that are relevant to your employment with the foreign government and that involved technology that is either unclassified with a military or space application or classified.

As discussed above, I have military experience with propulsion-related applications involving nuclear power. However, although the general physics and chemistry involved in nuclear fission are the same for both Navy propulsion and commercial electrical power generation, the specific technologies are very different. Therefore, my position with the foreign entity will not involve technology with an unclassified or classified military or space application.

22. Will you be required to execute an oath of allegiance to the foreign government?

No.

23. Are you a U.S. citizen?

Yes.

24. Will you be required to alter your citizenship status? If so, how?

No.

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 12356, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in Sections 1.1 and 1.2(e) of Executive Order 12356, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of the information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or the termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of Sections 641, 793, 794, 798, and *952, Title 18, United States Code, *the provisions of Section 783(b), Title 50, United States Code, and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of Section 793, Title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

(Continue on reverse.)

11. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this Agreement and its implementing regulation (32 CFR Section 2003.20) so that I may read them at this time, if I so choose.

(b) (6)

ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER)
(Type or print)

WITNESS

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED
BY THE UNDERSIGNED.

(b) (6)

ACCEPTANCE

THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON
BEHALF OF THE UNITED STATES GOVERNMENT.

SIGNATURE

DATE

NAME AND ADDRESS (Type or print)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE

DATE

NAME OF WITNESS (Type or print)

SIGNATURE OF WITNESS

NOTICE: The Privacy Act, 5 U.S.C. 522a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to 1) certify that you have access to the information indicated above or 2) determine that your access to the information indicated has terminated. Although disclosure of your SSN is not mandatory, your failure to do so may impede the processing of such certifications or determinations, or possibly result in the denial of your being granted access to classified information.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

10 April 2015

From: (b) (6)
Orca Maritime, Inc.

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (b) (6)

1. Admiral, this letter requests permission to accept employment with the government of Israel, as an unmanned surface vehicle (USV) training service provider.

2. Orca Maritime, Inc., an Imperial Beach, California company, has been requested by Hydronalix, Inc., a Tucson, Arizona company, that manufactures small, unmanned surface vehicles (USV) to provide USV operations and maintenance training to the Israeli Ministry of Defense (IMOD). The Hydronalix USV is represented by commodity classifications listed in Enclosure (1) of this letter. Hydronalix intends to sell their USVs to the IMOD in May, 2015, and offer operations and maintenance training to IMOD operators, both in San Diego, CA, and in the country of Israel. Once on contract under Hydronalix, Inc., Orca Maritime technicians would provide training to the IMOD, then send invoice information, including labor and travel costs, to Hydronalix for compensation. The funds with which Hydronalix would pay Orca Maritime would be provided by the IMOD. Orca Maritime USV trainers are full-time salaried employees. All Orca Maritime personnel that may potentially be involved in this USV training project have completed CNP-provided questionnaires, which are included as Enclosures (2) through (5) of this letter. Also, SF 312 documents are submitted as Enclosures (6) through (9).

3. (b) (6) I currently hold a Secret clearance in order to provide support on Orca Maritime's contract with SPAWAR Systems Center, Pacific, in San Diego, CA, contract # N00178-07-D-5176-7N01. Should you or your staff have any questions regarding this request, please contact (b) (6)

Very Respectfully,

(b) (6)

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address (include mailing if different): (b) (6)

Phone: (b) (6)

Email: (b) (6)

Military Retirement Date (if applicable): 1 May 2006

Rank/Rate (at retirement): (b) (6)

SSN (last four digits): (b) (6)

Location of proposed employment: San Diego, CA and the Country of Israel

1. Who is your proposed employer and how are they connected to a foreign government?

(b) (6) We will be subcontracted by Hydronalix, Inc., of Tucson, Arizona, who is selling non-ITAR items to the Israeli Ministry of Defense. Specifically, Hydronalix manufactures Unmanned Surface Vehicles (USV) that can be used for various applications. Orca Maritime's role in this project is to provide training to the IMOD operators on the basic operation of these USVs. However, no mission-specific training is to be provided; only the basic operation and maintenance of the USV.

2. What is your proposed job title?

I am a principal/partner of the company (Orca Maritime)

3. What will your job duties involve? If a job description is available, please attach.

I will personally not be involved in the training. I will be introduced to the IMOD representatives and discuss general plans (dates and curriculum content) with Hydronalix and the Israeli client.

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

The company, Orca Maritime, will be paid by Hydronalix for providing the training. Hydronalix will be paid by the Country of Israel for the USV(s) and the associated basic training. Orca Maritime will charge Hydronalix for the hours of service provided in preparing for and executing the training. Burdened rates, which include labor, fringe, overhead and general/administrative costs, for Orca Maritime operators are:

(b) (4)

5. Are you a U.S. citizen?

Yes.

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No.

7. What is the highest U.S. security clearance that you have held?

Top Secret

8. What is the highest level of classified material to which you have been granted access?

Top Secret

9. Have you had access to Special Access Programs?

No.

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

No.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

No.

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

No.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

(b) (6) I had access to Critical Nuclear Weapon Design Information (CNWDI), as well as design and render safe information for all known/analyzed U.S. and foreign munitions, as part

of my duties in that field. (b) (6)

under PEO Mine and Littoral Warfare, I had access to classified and unclassified acquisition programs related to mine hunting and mine sweeping.

I have had access to classified and unclassified technical data related to defense articles associated with mine countermeasures. Specifically, "probability of detection" characteristics of mine hunting sonars are available to me as a government contractor involved in the U.S. Navy's MK 18 unmanned underwater vehicle (UUV) program. This information is not relevant to the project described in this submission, nor will it be discussed at any time during the project. Also, I have been involved in the initial concept of operations development for the Navy's Mine Hunting USV, an unmanned surface vessel that tows a mine hunting sonar. As discussed above, we do not have information on the specific mission areas that the Israeli MOD is intending for Hydronalix's USVs, and our training will be strictly limited to basic operation and maintenance of the USVs. None of the above topics/programs are related to the training that Orca Maritime is intending to provide to the IMOD.

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Please sign one of the two statements below regarding your security clearance status or eligibility. If you are unable to certify the truth of one of the two statements below, please provide an explanation.

(b) (6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 12958, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in Sections 1.2, 1.3, and 1.4(e) of Executive Order 12958, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of the information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or the termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of Sections 641, 793, 794, 798, *952 and 1924, Title 18, United States Code, * the provisions of Section 783(b), Title 50, United States Code, and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of Section 793 and/or 1924, Title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

(Continue on reverse.)

10. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12958; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that expose confidential Government agents), and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, 952 and 1924 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

11. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this Agreement and its implementing regulation (32 CFR Section 2003-20) so that I may read them at this time, if I so choose.

(b) (6)

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT

(b) (6)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE	DATE
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NAME OF WITNESS (Type or print)	SIGNATURE OF WITNESS
---------------------------------	----------------------

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to 1) certify that you have access to the information indicated above or 2) determine that your access to the information indicated has terminated. Although disclosure of your SSN is not mandatory, your failure to do so may impede the processing of such certifications or determinations, or possibly result in the denial of your being granted access to classified information.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address (include mailing if different):

(b) (6)

Phone: (b) (6)

Email: (b) (6)

Military Retirement Date (if applicable): 31 March 2006

Rank/Rate (at retirement): (b) (6)

SSN (last four digits): (b) (6)

Location of proposed employment: San Diego, CA and the Country of Israel

1. Who is your proposed employer and how are they connected to a foreign government?

(b) (6)

We will be subcontracted by Hydronalix, Inc., of Tucson, Arizona, who is selling ECCN/non-ITAR items to the Israeli Ministry of Defense (IMOD). The items are listed in a letter from the Department of Commerce, attached as an enclosure to this package. Specifically, Hydronalix manufactures Unmanned Surface Vehicles (USV) that can be used for various applications. Orca Maritime's role in this project is to provide training to the IMOD operators on the basic operation of these USVs. However, no mission-specific training is to be provided; only the basic operation and maintenance of the USV.

2. What is your proposed job title?

(b) (6)

3. What will your job duties involve? If a job description is available, please attach.

I will personally not be involved in the training. I may be introduced to the IMOD representatives and discuss general plans (dates and curriculum content) with Hydronalix and the Israeli client.

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

The company, Orca Maritime, will be paid by Hydronalix for providing the training. Hydronalix will be paid by the Country of Israel for the USV(s) and the associated basic training. Orca Maritime will charge Hydronalix for the hours of service provided in preparing for and executing the training. Burdened rates, which include labor, fringe, overhead and general/administrative costs, for Orca Maritime operators are:

(b) (4)

5. Are you a U.S. citizen?

Yes.

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No.

7. What is the highest U.S. security clearance that you have held?

Top Secret

8. What is the highest level of classified material to which you have been granted access?

Top Secret

9. Have you had access to Special Access Programs?

Yes. I was the Special Access Program (SAP) Manager for Explosive Ordnance Disposal Mobile Unit THREE det China Lake during my duty assignment from 1993 to 1996.

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

No.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

No.

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

No.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

I have had access to classified and unclassified technical data related to defense articles associated with mine countermeasures. Specifically, "probability of detection" characteristics of mine hunting sonars are available to me as a government contractor involved in the U.S. Navy's MK 18 unmanned underwater vehicle (UUV) program. This information is not relevant to the project described in this submission, nor will it be discussed at any time during the project. Also, I have been involved in the initial concept of operations development for the Navy's Mine Hunting USV, an unmanned surface vessel that tows a mine hunting sonar. As discussed above, we do not have information on the specific mission areas that the Israeli MOD is intending for Hydronalix's USVs, and our training will be strictly limited to basic operation and maintenance of the USVs.

(b) (6) I had access to weapons design publications (EOD 60 Series, SWOPs, etc.).

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my

(b) (6)

Signature

Date

Please sign one of the two statements below regarding your security clearance status or eligibility. If you are unable to certify the truth of one of the two statements below, please provide an explanation.

(b) (6)

Signature

Date

I certify that my United States security clearance has expired, but prior to its expiration, my U.S. security clearance was never suspended or revoked, nor was my eligibility for a U.S. security clearance ever withdrawn.

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN**(b) (6)****AND THE UNITED STATES**

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 12958, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in Sections 1.2, 1.3, and 1.4(e) of Executive Order 12958, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of the information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or the termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of Sections 641, 793, 794, 798, *952 and 1924, Title 18, United States Code, * the provisions of Section 793(b), Title 50, United States Code, and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of Section 793 and/or 1924, Title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

(Continue on reverse.)

... be consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12958: Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(6) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Whistleblower Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that expose confidential Government agents), and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, 952 and 1924 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

11. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing

(b) (6)

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT

(b) (6)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE	DATE
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NAME OF WITNESS (Type or print)	SIGNATURE OF WITNESS
---------------------------------	----------------------

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to 1) certify that you have access to the information indicated above or 2) determine that your access to the information indicated has terminated. Although disclosure of your SSN is not mandatory, your failure to do so may impede the processing of such certifications or determinations, or possibly result in the denial of your being granted access to classified information.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

STANDARD FORM 312 BACK (Rev. 1-00)

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address (include mailing if different):

Phone: (b) (6)

Email: (b) (6)

Military Retirement Date: 30July2007

Rank/Rate (at retirement): (b) (6)

SSN (last four digits): (b) (6)

Location of proposed employment: San Diego, CA and the Country of Israel

1. Who is your proposed employer and how are they connected to a foreign government?

I am an employee of Orca Maritime in Imperial Beach, CA. Orca Maritime will be subcontracted by Hydronalix, Inc., of Tucson, Arizona, who is selling ECCN/non-ITAR items to the Israeli Ministry of Defense (IMOD). The items are listed in a letter from the Department of Commerce, attached as an enclosure to this package. Specifically, Hydronalix manufactures Unmanned Surface Vehicles (USV) that can be used for various applications. Orca Maritime's role in this project is to provide training to the IMOD operators on the basic operation of these USVs. However, no mission-specific training is to be provided; only the basic operation and maintenance of the USV.

2. What is your proposed job title?

I am a senior unmanned systems operator, trainer and supervisor.

3. What will your job duties involve? If a job description is available, please attach.

Project management and develop training for operation and maintenance of a man portable unmanned surface vessel (USV).

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

I am a salaried employee at Orca Maritime and will receive my normal salary while participating in this project for the Israeli Ministry of Defense, whether I am working in San Diego or in Israel. I may conduct training in Israel with (b) (6) but that has not been confirmed. I will, at a minimum, be paid for some preparation work prior to the training to the Israelis, reviewing (b) (6) training materials, etc. My current salary is \$_____/year. Any travel that is involved in the

program will be paid for by Orca Maritime when I submit a travel claim, which will include transportation, lodging and per diem. Orca Maritime uses the government rates for per diem calculations.

My level of pay is not affected by the fact that my time on this project is spent supporting a program for the government of Israel. However, I understand that part of my salary may effectively be paid from funds received from Hydronalix, from funds that Hydronalix receives in turn from the Country of Israel.

5. Are you a U.S. citizen?

Yes.

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No.

7. What is the highest U.S. security clearance that you have held?

TSI

8. What is the highest level of classified material to which you have been granted access?

Secret

9. Have you had access to Special Access Programs?

CNWDI

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

No.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

No.

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

No, the information I would be sharing with Israel is not related to any of my responsibilities while I was on active service.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which

such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

Yes. As and Explosive Ordnance Disposal Technician I had access to weapons design information in Navy publications as part of my job. This included critical nuclear weapons design information (CNWDI). None of this information would be included any information exchange I would have on this project.

I have access to classified information associated with the Navy's MK 18 unmanned underwater vehicle (UUV) program. The information is associated with sensor performance as it pertains to mine hunting; specifically, probability of detection of mine hunting sensors mounted on the MK 18. I also have access to classified software for the Autonomous Topographic Large Area Survey (ATLAS) sensor, which is a subsystem of the MK 18 UUV system. Other classified software programs that I have worked with in the development of the MK 18 UUVs include:

- Mine Warfare and Environmental Decision Aids Library (MEDAL)
- Common Operator Interface, Navy EOD (COIN)

I have had access to unclassified design information regarding a similar USV that the U.S. Navy is considering as a subsystem to the MK 18 unmanned underwater vehicle system. Having learned about the U.S. Navy's experimental USV for the MK 18, it has given me background information and experience that will be useful for this project. All equipment for this project is non-ITAR controlled. Hydronalix has received correspondence from

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

Date

Please sign one of the two statements below regarding your security clearance status or eligibility. If you are unable to certify the truth of one of the two statements below, please provide an explanation.

I certify that I currently hold an active United States security clearance.

(b) (6)

Signature

Date

I certify that my United States security clearance has expired, but prior to its expiration, my U.S. security clearance was never suspended or revoked, nor was my eligibility for a U.S. security clearance ever withdrawn.

Signature

Date

If you are unable to certify one of the two statements above, please explain here:

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 841, 793, 794, 798, *952 and 1024, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1024, title 18, United States Code, a United States criminal law.
8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.
9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an Inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the Inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

(b) (6)	Notice below)
	CODE

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT
(b) (6)	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE	DATE
NAME OF WITNESS (Type or print)	SIGNATURE OF WITNESS

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address (include mailing if different): (b) (6)

Mailing address: (b) (6)

Phone: (b) (6)

Email: (b) (6)

Military Retirement Date (if applicable): N/A

Rank/Rate (at retirement): N/A

SSN (last four digits): (b) (6)

Location of proposed employment: San Diego, CA and the Country of Israel

1. Who is your proposed employer and how are they connected to a foreign government?

I am an employee of Orca Maritime in Imperial Beach, CA. Orca Maritime will be subcontracted by Hydronalix, Inc., of Tucson, Arizona, who is selling non-ITAR items to the Israeli Ministry of Defense. Specifically, Hydronalix manufactures Unmanned Surface Vehicles (USV) that can be used for various applications. Orca Maritime's role in this project is to provide training to the IMOD operators on the basic operation of these USVs. However, no mission-specific training is to be provided; only the basic operation and maintenance of the USV.

2. What is your proposed job title?

I am a USV operator and trainer.

3. What will your job duties involve? If a job description is available, please attach.

My job duties as a USV training instructor include:

Development of the USV training course and methodologies

Development of audiovisual and handout materials

Establish and follow learning objectives

Provide basic instruction on the USV in a classroom setting and in open water with hands-on training

Evaluate the student(s) ability to demonstrate how to operate the vessel, use the Piccolo Command Center Software and perform basic maintenance on the USV

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

I am a salaried employee at Orca Maritime and will receive my normal salary while conducting this training, whether it is in San Diego or in Israel. The training is expected to last one week. However, I will also be paid for some preparation work prior to the training, which will take up to two weeks. (b) (4)

(b) (4) My level of pay is not affected by the fact that my time is being spent training the members of the government of Israel. Any travel that is involved in the training will be paid for by Orca Maritime when I submit a travel claim, which will include transportation, lodging and per diem. Orca Maritime uses the government rates for per diem calculations.

5. Are you a U.S. citizen?

Yes.

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No.

7. What is the highest U.S. security clearance that you have held?

Secret.

8. What is the highest level of classified material to which you have been granted access?

Secret.

9. Have you had access to Special Access Programs?

No.

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

No.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

No.

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

No.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

I have had access to unclassified design information regarding a similar USV that the U.S. Navy is considering as a subsystem to the MK 18 unmanned underwater vehicle system. Having learned about the U.S. Navy's experimental USV for the MK 18, it has given me background information and experience that will be useful for this project. All equipment for this project is non-ITAR controlled.

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

Date

Please sign one of the two statements below regarding your security clearance status or eligibility. If you are unable to certify the truth of one of the two statements below, please provide an explanation.

I certify that I currently hold an active United States security clearance.

(b) (6)

Signature

Date

I certify that my United States security clearance has expired, but prior to its expiration, my U.S. security clearance was never suspended or revoked, nor was my eligibility for a U.S. security clearance ever withdrawn.

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 795, 952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an Inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the Inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 841, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 763(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

<div style="font-size: 48pt; color: red;">(b) (6)</div>	NUMBER (See Notice below)
	AL SUPPLY CODE

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED <div style="font-size: 48pt; color: red; text-align: center;">(b) (6)</div>	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT <div style="font-size: 48pt; color: red; text-align: center;">(b) (6)</div>

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE	DATE
-----------------------	------

NAME OF WITNESS (Type or print)	SIGNATURE OF WITNESS
---------------------------------	----------------------

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address (include mailing if different): (b) (6)

Phone: (b) (6)

Email: (b) (6)

Military Retirement Date (if applicable): 1 April 2006

Rank/Rate (at retirement): (b) (6)

SSN (last four digits): (b) (6)

Location of proposed employment: The country of Qatar

1. Who is your proposed employer and how are they connected to a foreign government?

It is Orca Maritime's intention to establish a subsidiary of Orca Maritime in Doha, Qatar. Orca Maritime will partner with a local associate who is well-connected with the Government of Qatar, in both the Defense and Oil and Gas Sectors.

Based on Orca Maritime's past operations and research, the demand for unmanned systems to perform underwater services is growing. The use of autonomous underwater vehicles (AUV) and remotely operated vehicles (ROV) to accomplish the tasks that are traditionally carried out with manned systems demonstrates a trend toward cost savings and safety. Details on our prospective work for the Government of Qatar are described below:

Defense – Orca Maritime's initial and most open opportunity is the prospect of helping the Qatar Emiri Naval Forces (QENF) establish a mine countermeasures (MCM) capability. With critical infrastructure to protect, including the pipeline network in the North Field, the oil/gas port of Ras Laffan, the container/naval port in Umm Said, 12 national desalination plants, and miles of shipping lanes, the lack of an MCM force presents a serious vulnerability to mines and other underwater threats. In the last three years, AUVs and ROVs have evolved as reliable and efficient systems to conduct underwater inspections and mine hunting tasks. The U.S. Navy has made a significant investment in AUVs for MCM, albeit different, more sophisticated ones than the systems that Orca Maritime is proposing to Qatar. Orca Maritime's objective in this sector of the Government of Qatar is to provide consulting, training and materials in the form of autonomous underwater vehicles (AUV), remotely operated vehicles (ROV), support boats and GIS software to assist the QENF develop their MCM force. All techniques taught would be unclassified, and all equipment purchased would be commercial, off-the-shelf (COTS) items.

Oil & Gas – All oil and gas activity in Qatar is conducted under the state-owned company: Qatar Petroleum (QP). Worldwide, the oil and gas industry's emphasis on safety and cost-savings supports the introduction of AUVs to Qatar Petroleum and their subsidiaries. AUVs represent a transitional

technology that provides increased efficiency and economy for future services, including pipeline inspection, offshore rig pre-construction surveys, shipping channel surveys, water characteristics surveys (e.g. discharge water temperature at LNG facilities like Ras Laffan), and general environmental surveys to support the oil and gas industry's efforts to demonstrate their good stewardship of the ocean areas in which they are drilling, constructing and working. Orca Maritime's objective in this sector is to provide underwater security, maintenance and environmental monitoring services using COTS AUVs and ROVs, similar to the equipment proposed for the Defense sector.

2. What is your proposed job title?

(b) (6)

3. What will your job duties involve? If a job description is available, please attach.

I will personally not be involved in the training. I may be introduced to Qatari Government and Energy representatives and discuss general plans regarding the implementation of an MCM and underwater security capability.

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

The subsidiary of Orca Maritime would be paid by the Government of Qatar for services as described above. Orca Maritime will also be pursuing underwater clients that may be interested in the use of unmanned systems technology. The burdened rate, which include labor, fringe, overhead and general/administrative costs, for either of the two principals at Orca Maritime as senior consultants is:

(b) (4)

Rates for operators and other positions anticipated for this work will be provided to CNP as required when the full structure of services is known.

5. Are you a U.S. citizen?

Yes.

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No.

7. What is the highest U.S. security clearance that you have held?

Top Secret.

8. What is the highest level of classified material to which you have been granted access?

Secret.

9. Have you had access to Special Access Programs?

Yes.

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

No.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

No.

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

No.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

I have had access to classified and unclassified technical data related to defense articles associated with mine countermeasures. Specifically, "probability of detection" characteristics of mine hunting sonars are available to me as a government contractor involved in the U.S. Navy's MK 18 unmanned underwater vehicle (UUV) program. Also, I have been involved in the initial concept of operations development for the Navy's Mine Hunting USV, an unmanned surface vessel that tows a mine hunting sonar. No classified information will be discussed for this proposed project. All information that will be discussed is unclassified and open source attainable.

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my

(b) (6)

Signature

Date

Please sign one of the two statements below regarding your security clearance status or eligibility. If you are unable to certify the truth of one of the two statements below, please provide an explanation.

I certify that I currently hold an active United States security clearance.

(b) (6)

Signature

Date

I certify that my United States security clearance has expired, but prior to its expiration, my U.S. security clearance was never suspended or revoked, nor was my eligibility for a U.S. security clearance ever withdrawn.

Signature

Date

If you are unable to certify one of the two statements above, please explain here:

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN**(b) (6)****AND THE UNITED STATES**

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 12958, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in Sections 1.2, 1.3, and 1.4(e) of Executive Order 12958, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of the information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or the termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of Sections 641, 793, 794, 798, *952 and 1924, Title 18, United States Code, * the provisions of Section 783(b), Title 50, United States Code, and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of Section 793 and/or 1924, Title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

(Continue on reverse.)

and are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12958; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Whistleblower Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that expose confidential Government agents), and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, 952 and 1924 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

11. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this Agreement and its implementing

(b) (6)

NUMBER)

WITNESS

ACCEPTANCE

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.

THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b) (6)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE

DATE

NAME OF WITNESS (Type or print)

SIGNATURE OF WITNESS

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to 1) certify that you have access to the information indicated above or 2) determine that your access to the information indicated has terminated. Although disclosure of your SSN is not mandatory, your failure to do so may impede the processing of such certifications or determinations, or possibly result in the denial of your being granted access to classified information.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

6 July 2015

From: (b) (6)
Orca Maritime, Inc.

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) (b) (6)
(2)
(3)
(4)

1. Admiral, this letter requests permission to accept employment as a contractor to the government of Qatar, as a naval mine countermeasures program integrator.

2. With your concurrence, Orca Maritime, Inc., an Imperial Beach, California company, intends to pursue business in Qatar by supporting the Qatar Emiri Naval Forces (QENF) in establishing a naval mine countermeasures (MCM) capability. Orca Maritime's objective is to provide consulting, training and materials in the form of autonomous underwater vehicles (AUV), remotely operated vehicles (ROV), support boats and GIS software to assist the QENF to conduct effective MCM operations within Qatari waters to protect commercial shipping lanes, as well as Qatar's critical maritime infrastructure, against the threat of sea mines. All techniques taught would be unclassified, and all equipment purchased would be commercial, off-the-shelf items. Initial interface with the government of Qatar would be conducted by Orca Maritime's (b) (6)

Our CNP-provided questionnaires are included as Enclosures (1) and (2) of this letter, and our SF 312 documents are included as Enclosures (3) and (4). We will ensure that any additional employees who would potentially work on and/or receive pay from this project, and are retired or reserve military personnel, complete the required forms for submission from Orca Maritime and approval from CNP, prior to beginning work.

(b) (6)

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address (include mailing if different): (b) (6)

Phone: (b) (6)

Email: (b) (6)

Military Retirement Date (if applicable): 1 May 2006

Rank/Rate (at retirement): (b) (6)

SSN (last four digits): (b) (6)

Location of proposed employment: San Diego, CA and the Country of Qatar

1. Who is your proposed employer and how are they connected to a foreign government?

(b) (6) It is Orca Maritime's intention to establish a subsidiary of Orca Maritime in Doha, Qatar. Orca Maritime will partner with a local associate who is well-connected with the Government of Qatar, in both the Defense and Oil and Gas Sectors.

Based on Orca Maritime's past operations and research, the demand for unmanned systems to perform underwater services is growing. The use of autonomous underwater vehicles (AUV) and remotely operated vehicles (ROV) to accomplish the tasks that are traditionally carried out with manned systems demonstrates a trend toward cost savings and safety. Details on our prospective work for the Government of Qatar are described below:

Defense – Orca Maritime's initial and most open opportunity is the prospect of helping the Qatar Emiri Naval Forces (QENF) establish a mine countermeasures (MCM) capability. With critical infrastructure to protect, including the pipeline network in the North Field, the oil/gas port of Ras Laffan, the container/naval port in Umm Said, 12 national desalination plants, and miles of shipping lanes, the lack of an MCM force presents a serious vulnerability to mines and other underwater threats. In the last three years, AUVs and ROVs have evolved as reliable and efficient systems to conduct underwater inspections and mine hunting tasks. The U.S. Navy has made a significant investment in AUVs for MCM, albeit different, more sophisticated ones than the systems that Orca Maritime is proposing to Qatar. Orca Maritime's objective in this sector of the Government of Qatar is to provide consulting, training and materials in the form of autonomous underwater vehicles (AUV), remotely operated vehicles (ROV), support boats and GIS software to assist the QENF develop their MCM force. All techniques taught would be unclassified, and all equipment purchased would be commercial, off-the-shelf (COTS) items.

Oil & Gas – All oil and gas activity in Qatar is conducted under the state-owned company: Qatar Petroleum (QP). Worldwide, the oil and gas industry's emphasis on safety and cost-savings supports

the introduction of AUVs to Qatar Petroleum and their subsidiaries. AUVs represent a transitional technology that provides increased efficiency and economy for future services, including pipeline inspection, offshore rig pre-construction surveys, shipping channel surveys, water characteristics surveys (e.g. discharge water temperature at LNG facilities like Ras Laffan), and general environmental surveys to support the oil and gas industry's efforts to demonstrate their good stewardship of the ocean areas in which they are drilling, constructing and working. Orca Maritime's objective in this sector is to provide underwater security, maintenance and environmental monitoring services using COTS AUVs and ROVs, similar to the equipment proposed for the Defense sector.

2. What is your proposed job title?

(b) (6)

Consultant.

My title for the work in Qatar would be Senior

3. What will your job duties involve? If a job description is available, please attach.

My duties in connection to the work in Qatar will be high-level consulting to senior Qatari officials in the defense and energy sectors.

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

The subsidiary of Orca Maritime would be paid by the Government of Qatar for services as described above. Orca Maritime will also be pursuing underwater clients that may be interested in the use of unmanned systems technology. The burdened rate, which include labor, fringe, overhead and general/administrative costs, for either of the two principals at Orca Maritime as senior consultants is:

(b) (4)

Rates for operators and other positions anticipated for this work will be provided to CNP as required when the full structure of services is known.

5. Are you a U.S. citizen?

Yes.

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No.

7. What is the highest U.S. security clearance that you have held?

Top Secret

8. What is the highest level of classified material to which you have been granted access?

Top Secret

9. Have you had access to Special Access Programs?

No.

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

No.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

(b) (6) I was exposed to all GCC countries on occasion as their naval representatives would visit Bahrain to participate in various MCM exercises. I did not have any direct involvement with the QENF except for meeting a couple of lower-ranking staff officers, with whom I have not kept in communication since that time.

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

(b) (6)
(b) (6) As such I observed the existing MCM capabilities (or, in Qatar's case, lack thereof) of the GCC countries that would participate in C5F-hosted MCM exercises, such as Arabian Gauntlet.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

As an active duty EOD officer, I had access to Critical Nuclear Weapon Design Information (CNWDI), as well as design and render safe information for all known/analyzed U.S. and foreign munitions, as part of my duties in that field. During my tour at NAVSEA PMS-407 (Surface Mine Countermeasures), under PEO Mine and Littoral Warfare, I had access to classified and unclassified acquisition programs related to mine hunting and mine sweeping.

I have had access to classified and unclassified technical data related to defense articles associated with mine countermeasures. Specifically, "probability of detection" characteristics of mine hunting sonars are available to me as a government contractor involved in the U.S. Navy's MK 18 unmanned underwater vehicle (UUV) program. This information is not relevant to the project described in this submission, nor will it be discussed at any time during the project. Also, I have been involved in the initial concept of operations development for the Navy's Mine Hunting USV, an unmanned surface vessel that tows a mine hunting sonar. As discussed above, we do not have information on the specific

mission areas that the Israeli MOD is intending for Hydronalix's USVs, and our training will be strictly limited to basic operation and maintenance of the USVs. None of the above topics/programs are related to the training that Orca Maritime is intending to provide to the IMOD.

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions

(b) (6)

Please sign one of the two statements below regarding your security clearance status or eligibility. If you are unable to certify the truth of one of the two statements below, please provide an explanation.

(b) (6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 12958, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in Sections 1.2, 1.3, and 1.4(e) of Executive Order 12958, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of the information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or the termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of Sections 641, 793, 794, 798, *952 and 1924, Title 18, United States Code, * the provisions of Section 783(b), Title 50, United States Code, and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of Section 793 and/or 1924, Title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

(Continue on reverse.)

10. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12958; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that expose confidential Government agents), and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, 952 and 1924 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

11. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this Agreement and its implementing

(b) (6)

ER)

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNDERSIGNED
(b) (6)	(b) (6)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE

DATE

NAME OF WITNESS (Type or print)

SIGNATURE OF WITNESS

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to 1) certify that you have access to the information indicated above or 2) determine that your access to the information indicated has terminated. Although disclosure of your SSN is not mandatory, your failure to do so may impede the processing of such certifications or determinations, or possibly result in the denial of your being granted access to classified information.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

Date: 06 Feb. 2015

From:

(b) (6)

SSN: (b) (6)

Retirement Date: 31 Dec. 2005

Rate: (b) (6)

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept employment with Global Aerospace Logistics, LLC (GAL) in the United Arab Emirates (UAE) when the ownership changes to the UAE government owned, Emirates Defense Industries Company (EDIC), as an Aircraft Maintenance Instructor.
2. I am currently employed at a UAE privately owned company, Global Aerospace Logistics LLC (GAL). I was notified that the company will be acquired by the new entity called Emirates Defense Industries Company (EDIC). GAL has informed me that EDIC is owned by two companies, Mubadala and Tawazun which are owned by the UAE government. My title and job duties at GAL as an Aircraft Maintenance Instructor will not change. My duties are to conduct, and assist in the development of maintenance training programs to enhance the skills of trainees, conduct instruction with trainee assessment and will provide remedial training where necessary, review/amend course material in order to ensure training effectiveness, and maintain records of training activities and of student attendance. GAL will continue to pay my salary and will become a subsidiary of EDIC.
3. (b) (6)

(b) (6)

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address : (b) (6)

Phone: (b) (6)

Email:

Military Retirement Date (if applicable): 31 Dec. 2005

Rank/Rate (at retirement): (b) (6)

SSN (last four digits) (b) (6)

Location of proposed employment:

(b) (6)

1. Who is your proposed employer and how are they connected to a foreign government?

I am currently employed at a UAE privately owned company, Global Aerospace Logistics, LLC (GAL). On December 7th, 2014, I was notified that the company will be acquired by the new entity called Emirates Defense Industries Company (EDIC). GAL has informed me that EDIC is owned by two companies, Mubadala and Tawazun which are owned by the UAE Government. GAL will continue to pay my salary and will become a subsidiary of EDIC.

2. What is your proposed job title?

My title and job duties at GAL will not change and is Aircraft Maintenance Instructor.

3. What will your job duties involve? If a job description is available, please attach.

My job duties will not change and are authorized through a U.S. Department of State (DoS) approved secondment arrangement with a U.S. company, Knowledge International, LLC (KI) as detailed in question 13.

My job duties are:

- 1. Conduct and assist in the development of maintenance training programs to enhance the skills of trainees.**
- 2. Conduct instruction with trainee assessment and will provide remedial training where necessary.**
- 3. Review and advise material in order to ensure training effectiveness.**
- 4. Maintain records of training activities and student attendance.**

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

(b) (4) To the best of my knowledge, my pay will not be affected by the change of ownership of GAL.

5. Are you a U.S. citizen?

Yes

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

Foreign citizenship is not required and not planned as part of this employment. I will not be required to execute an oath of allegiance to the UAE Government as part of this employment.

7. What is the highest U.S. security clearance that you have held?

Secret

8. What is the highest level of classified material to which you have been granted access?

Secret

9. Have you had access to Special Access Programs?

No

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

No

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

No

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

Yes. I was once an Aircraft Maintenance Instructor when I was in active duty.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

Part I: Yes as an employee of GAL, I will utilize similar Technical Publications in the inventory of the UAE as authorized by the DoS authorization below.

Part II: Through an agreement with the U.S. Department of States (DoS) under DTCC Case No. 12-0000094, I have secondment arrangement with Knowledge International, LLC (KI), a U.S. company registered as a broker and exporter with the Directorate of Defense Trade Controls (DDTC), for the provision of defense services to GAL as authorized under TAA 1861-12 (as amended). For any question regarding this authorization, please contact (b) (6)

(b) (6)

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

Date

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 12958, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in Sections 1.2, 1.3, and 1.4(e) of Executive Order 12958, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of the information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or the termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of Sections 641, 793, 794, 798, *952 and 1924, Title 18, United States Code, * the provisions of Section 783(b), Title 50, United States Code, and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of Section 793 and/or 1924, Title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

(Continue on reverse.)

10. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12958; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(6) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that expose confidential Government agents), and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, 952 and 1924 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

11. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this Agreement and its implementing regulation (28 CFR Section 2002.98) so that I may read them at this time, if I so choose.

(b) (6)

NUMBER)

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b) (6)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~have not~~ (strike out inappropriate word or words) received a security debriefing.

(b) (6)

whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to 1) certify that you have access to the information indicated above or 2) determine that your access to the information indicated has terminated. Although disclosure of your SSN is not mandatory, your failure to do so may impede the processing of such certifications or determinations, or possibly result in the denial of your being granted access to classified information.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

From: (b) (6)

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept employment with Global Aerospace Logistics, LLC (GAL) in the United Arab Emirates (UAE) when the ownership changes to the UAE Government owned Emirates Defense Industries Company (EDIC), as a Program Manager and Senior Advisor.

2. I am currently employed by a UAE privately owned company, Global Aerospace Logistics, LLC (GAL), and formally and fully Seconded to a US Company, Knowledge International, LLC (KI), headquartered in Alexandria, VA. On December 7th, 2014, I was notified that the Global Aerospace Logistics, LLC (GAL) Company will be acquired by a new entity called Emirates Defense Industries Company (EDIC). GAL has informed me that EDIC is owned by two companies, Mubadala, LLC and Tawazun, LLC which are owned by the UAE Government. After careful and lengthy consideration, I have decided that I would like to continue in my position as a Senior Advisor and Program Manager. GAL will continue to pay my salary, as GAL LLC becomes GAL, a subsidiary of EDIC.

(b) (6)

Currently, Global Aerospace Logistics, LLC (GAL) is a limited liability company registered by the Abu Dhabi Chamber of Commerce and Industry and based in Abu Dhabi, United Arab Emirates.

GAL provides professional aerospace services to military and civilian customers including: Aviation Maintenance for Rotary & Fixed Wing Aircraft, Aviation Logistics, Air Traffic Control Operations & Management and Training, Aircraft Trading & Sales, Tactical Pilot Training, Defense & Aviation Consulting & Project Management.

GAL, as it will be when the proposed purchase and merger come into effect will consist of the same basic company and services, but as a wholly owned government entity. The effect to me will be transparent.

(b) (6)

My highest security clearance granted was a TS/SCI based on a TS/SSBI and subsequently a TS/SBI.

Very Respectfully,

(b) (6)

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address: (b) (6)

Phone: (b) (6)

Email: (b) (6)

Military Retirement Date: 01 August 2009

Rank: (b) (6)

SSN (last four digits): (b) (6)

Location of proposed employment: United Arab Emirates

1. Who is your proposed employer and how are they connected to a foreign government?

Currently, Global Aerospace Logistics, LLC (GAL) is a limited liability company registered by the Abu Dhabi Chamber of Commerce and Industry and based in Abu Dhabi, United Arab Emirates.

GAL provides professional aerospace services to military and civilian customers including: Aviation Maintenance for Rotary & Fixed Wing Aircraft, Aviation Logistics, Air Traffic Control Operations & Management, Aircraft Trading & Sales, Tactical Pilot Training, Defense & Aviation Consulting & Project Management

GAL, as it will be when the proposed purchase and merger take effect will consist of the same basic company and services, but as a wholly owned government entity.

2. What is your proposed job title?

(b) (6)

3. What will your job duties involve? If a job description is available, please attach.

Please see Attachment (1) Job Description

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

I receive compensation from GAL for the duties performed. To the best of my knowledge my pay will not be affected by the change in ownership of GAL. The projected amount of base pay for duties

(b) (4)

5. Are you a U.S. citizen?

Yes, I am a U.S. citizen.

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

Absolutely not.

7. What is the highest U.S. security clearance that you have held?

TS/SCI

8. What is the highest level of classified material to which you have been granted access?

TS/SCI

9. Have you had access to Special Access Programs?

Yes.

10. Will you be working with classified information as part of your foreign employment?

No. My position with GAL does not include or require access or exposure to classified material. I do not, have not, and will not have access to U.S. Classified Information nor U.A.E. Classified Information while employed by GAL.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties?

No. I have not worked on any matters directly or indirectly involving the United Arab Emirates during my uniformed service.

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government?

(b) (6)

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles?

Yes. The information in which I had access to has no use and is in no way applicable to this position. In addition, both classified and unclassified information to which I had access is in no way obtainable or releasable by me.

Neither my employer nor myself have applied for any export license related to my prior access to technical data as it is not applicable to this employment.

14. ITAR, DDTC and Formal Secondment to US Company:

In connection with my employment with GAL, and through an agreement with the U.S. Department of State (DoS) under the Directorate of Defense Trade Controls (DDTC) Case No. 12-0000094, I am fully and formally seconded to a US Company: Knowledge International, LLC (KI); a limited liability company under the laws of Delaware headquartered at 300 N. Lee St., Suite 305, Alexandria, VA 22314 and with branch offices at Khalifa Commercial Center, Khalifa City A, Suite 205, Abu Dhabi, UAE.

KI is a U.S. company registered as broker and exporter with DDTC for the provision of defense services to GAL LLC as authorized under ITAR Technical Assistance Agreement (TAA) TAA 2591-11E, as amended, under which I am listed.

Accordingly, I have signed a Contract Employee Agreement (CEA) which states that in order to satisfy the requirements of DDTC, GAL has agreed to second US persons to KI, such that KI will exercise oversight and management, even though I will remain employed by GAL and subject to all terms and conditions of the employment agreement with GAL.

Additional compliance oversight is done by the United States Air Force Embedded Training Team Specialist (ETTS) who monitor the C-17 and C-130 Air Mobility program and whose duty it is to report any compliance issues.

Should additional information be required about this arrangement, please contact (b) (6)
(b) (6)

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

ATTACHMENT (1)

Job Description:

(b) (6)

- Provide (b) (6) in the formulation, preparation, and development of general operating procedures, policies and orders.
- Assist the commander in conducting oversight of the Air Groups' administrative, operations, safety, training and STAN-EVAL programs.
- Provide (b) (6) to a multi-disciplined UAE and USA expat staff in the establishment and operation of an Air-Land, Air-Drop and Passenger mobility Aerial Port Squadron.
- Assist the commander in establishing achievable and sustainable daily operational flight and ground training objectives and maintenance operations.
- Conduct an ongoing review and analysis of the Air Groups' air mobility training and operational requirements and mentor the customer in establishing valid requirements and achievable short, immediate and long range strategies and goals.
- Counsel and advise on the periodic and targeted proficiency reviews of aircrew personnel and suggest corrective courses of action when circumstances call for action or change.
- Facilitate efficient and effective communication between the Air Group staff and GAL, coordinating communication and tasking flow and serving as the primary interface between (b) (6) and GAL: CEO; COO; and cognizant Directors and Program Managers.
- Serve as Aviation Group's subject matter expert regarding facility construction and modification, airfield operations, maintenance, airfield marking and lighting, etc.
- Provide Subject Matter expertise and guidance for all flight and ground related activities pertaining to "General Aviation" operations at the VVIP level, falling under (b) (6) oversight.

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (6) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 4033h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIGNATURE	(b) (6)	(b) (6)
ORGANIZATION NUMBER	(b) (6)	(b) (6)

WITNESS

ACCEPTANCE

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.

THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b) (6)	(b) (6)
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SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~(been)~~ (strike out inappropriate word or words) received a security debriefing.

(b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

23 June 2015

From: (b) (6)
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept employment with ASC Pty Ltd as a Manager in ASC's Engineering Management Office.

2. ASC Pty Ltd, formerly the Australian Submarine Corporation, is a private Australian shipyard whose shares are wholly owned by the Australian government's Department of Finance. ASC Pty Ltd is headquartered in Adelaide, South Australia and is notable for the construction and in-service maintenance of the (b) (6) fleet operated by the Royal Australian Navy (RAN) and the construction of three (b) (6) for the RAN. I have been offered a position in ASC's Engineering Operations branch and will be tasked to supervise and manage engineering operations specific to the in-service support, maintenance and modernization of the (b) (6) (b) (6)

(b) (6)

Very respectfully,

(b) (6)

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical Address (include mailing if different):

(b) (6)

Phone:

(b) (6)

Email:

Military Retirement Date: 1 June 2015

Rank/Rate (at retirement): (b) (6)

SSN (last four digits): (b) (6)

Location of proposed employment:

ASC Pty Ltd
694 Mersey Road North
Osborne, SA 5017
Australia

1. Who is your proposed employer and how are they connected to a foreign government?

ASC Pty Ltd. ASC Pty Ltd is a private shipyard whose shares are wholly owned by the Australian government's Department of Finance.

2. What is your proposed job title?

Manager, Engineering Management Office

3. What will your job duties involve? If a job description is available, please attach.

I will be responsible for managing engineering personnel in their daily duties and provide leadership and management services to manage and oversee a team of engineers who provide technical work documents and technical specifications to ASC's labor work force to conduct the in-service repairs, maintenance and modernization of the (b) (6)

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

(b) (4)

ASC Pty Ltd will control my wages and pay. Even though the Australian government are the only shareholders in ASC, the Australian government will have no control over my pay and/or wages. These will be controlled by ASC Pty Ltd as a private corporate entity.

5. Are you a U.S. citizen?

Yes.

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No. I am not required and I do not plan to execute an oath of allegiance to the Australian government. I do not intend to alter my U.S. citizenship status. I do not intend to obtain citizenship in Australia.

7. What is the highest U.S. security clearance that you have held?

Secret.

8. What is the highest level of classified material to which you have been granted access?

Secret.

9. Have you had access to Special Access Programs?

No.

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

Yes. Once I am granted a security clearance from the Australian government, I will be working with Australian classified technical documentation relevant to planning and executing repairs, maintenance and modernization on **(b) (6)**

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

Yes. **(b) (6)**

(b) (6) I was the USN's in-country liaison to the Australian government and Royal Australian Navy (RAN) in support of the Foreign Military Sales (FMS) case to Australia for the Aegis Weapon System to be installed in Australia's **(b) (6)**

12. Have you held positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

No. I never worked with ASC's submarine business. However, as a naval officer, I worked in several industrial facilities as a naval engineer and managed engineers that conducted repairs and maintenance on USN vessels. ASC wants to employ me for my management and leadership skills in the technical area of submarine support and in-service maintenance and modernization of (b) (6). I never worked on (b) (6) during my career in the USN.

13. Have you had access to technical data (classified, unclassified, or software) related of the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

Yes, I had access to technical data in the USN but I never had access to any technical information that is pertinent or applicable to my position at ASC for supporting (b) (6). (b) (6) I do not see any applicability or any usefulness in my potential job of the technical data to which I had access when I was on active duty in the USN.

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

Date

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it, or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information, or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats), the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 4033h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT EMPLOYEES

(b) (6)

NUMBER (See Notice below)

AL SUPPLY CODE

WITNESS

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.

(b) (6)

ACCEPTANCE

THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.

SIGNATURE

DATE

NAME AND ADDRESS (Type or print)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I have not, before, or after this date, disclosed classified information to any unauthorized person.

(b) (6)

disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

Date: January 14, 2015

From:

(b) (6)

Email: (b) (6)

(b) (6)
July 1, 2009

(b) (6)

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept employment with Global Aerospace Logistics, LLC (GAL) in the United Arab Emirates (UAE) when the ownership changes to the UAE government owned, Emirates Defense Industries Company (EDIC), as a Weapons & Explosives Safety Advisor.

2. [Briefly describe the organization with which you are seeking employment. Include a narrative of the duties you will be performing, how you will be compensated, and how the organization is associated with the foreign government.]

I am currently employed at a UAE privately owned company, Global Aerospace Logistics, LLC (GAL). On December 7th, 2014, I was notified that the company will be acquired by a new entity called Emirates Defense Industries Company (EDIC). GAL has informed me that EDIC is owned by two companies, Mubadala and Tawazun which are owned by the UAE Government. GAL will continue to pay my salary and will become a subsidiary of EDIC.

- Advises on the development and implementation of the Joint Aviation Command Weapons & Explosives Safety Program.
- Manages the Weapons Safety Program while ensuring all GAL personnel understand and adhere to all applicable Weapons & Explosive Safety Standards.
- Conducts documented initial and annual reviews on munitions-related operating instructions, Weapons & Explosives Local Operating Procedures, and local directives involving the storage, handling, and inspection of Weapons and Explosives.

I will receive compensation from GAL for the duties I perform. To the best of my knowledge, my pay will not be affected by the change of ownership of GAL.

3. [Briefly state your years of naval service and the highest security clearance you attained.]

(b) (6)

Very Respectfully,

(b) (6)

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address: (b) (6)

Phone: (b) (6)

Email: (b) (6)

Military Retirement Date (if applicable): July 1, 2009

Rank/Rate (at retirement): (b) (6)

SSN (last four digits): (b) (6)

Location of proposed employment: Zayed Military City, Sweihan Air Base, United Arab Emirates

1. Who is your proposed employer and how are they connected to a foreign government?

I am currently employed at a UAE privately owned company, Global Aerospace Logistics, LLC (GAL). On December 7th, 2014, I was notified that the company will be acquired by a new entity called Emirates Defense Industries Company (EDIC). GAL has informed me that EDIC is owned by two companies, Mubadala and Tawazun which are owned by the UAE Government. GAL will continue to pay my salary and will become a subsidiary of EDIC.

In connection with my employment with GAL, and through an agreement with the U.S. Department of State (DoS) under DTCC Case No. 12-0000094, I am seconded to a US Company, Knowledge International, LLC (KI) a limited liability company under the laws of Delaware headquartered at 300 N. Lee St., Suite 305, Alexandria, VA 22314 and with branch offices at Khalifa Commercial Center, Khalifa City A, Suite 205, Abu Dhabi, UAE. Accordingly, I have signed a Contract Employee Agreement (CEA) which states that in order to satisfy the requirements of DDTC, GAL has agreed to second US persons to KI, such that KI will exercise oversight and management, even though I will remain employed by GAL and subject to all terms and conditions of the employment agreement with GAL. Should you require more information about this arrangement, please contact (b) (6)

(b) (6)

2. What is your proposed job title?

My title and job duties at GAL will not change and is (Weapons & Explosives Safety Advisor).

3. What will your job duties involve? If a job description is available, please attach.

My job duties will not change and are authorized through a U.S. Department of State (DoS) approved secondment arrangement with a U.S. company, Knowledge International, LLC (KI) as detailed in question 13.

My duties are as follows:

- Advises on the development and implementation of the Weapon and Explosives Safety Program.
- Provides reasoned informed advice regarding explosives safety standards and acceptable levels of risk.
- Manages the Weapons Safety Program while ensuring GAL employees understand and adhere to all applicable Weapons & Explosive Safety Standards.
- Assists in performing risk assessments for explosive operations according to applicable directives.
- Conducts documented initial and annual reviews on munitions-related operating instructions, Weapons & Explosives Local Operating Procedures, and local directives involving the storage, handling, and inspection of Weapons and Explosives.

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

I will receive compensation from GAL for the duties I perform. To the best of my knowledge, my pay will not be affected by the change of ownership of GAL.

5. Are you a U.S. citizen?

Yes

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

Foreign citizenship is not required and not planned as part of this employment. I will not be required to execute an oath of allegiance to the UAE Government as part of this employment.

7. What is the highest U.S. security clearance that you have held?

SECRET

8. What is the highest level of classified material to which you have been granted access?

SECRET

9. Have you had access to Special Access Programs?

No

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

No

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

No

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

No

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

I do not have nor ever had access to any technical data related to the design, development, production, or manufacture of defense articles.

Through an agreement with the U.S. Department of State (DoS) under Directorate of Defense Trade Controls (DTCC) Case No. 12-0000094, I have a secondment arrangement with Knowledge International, LLC (KI), a U.S. company registered as a broker and exporter with the DDTC, for the provision of defense services to GAL as authorized under TAA #1409-12 as amended. For any questions regarding this authorization, please contact (b) (6)

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN (b) (6)

AND THE UNITED STATES

(Name of individual - Printed or Typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 12958, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in Sections 1.2, 1.3, and 1.4(e) of Executive Order 12958, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of the information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or the termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of Sections 641, 793, 794, 798, *952 and 1924, Title 18, United States Code, * the provisions of Section 783(b), Title 50, United States Code, and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of Section 793 and/or 1924, Title 18, United States Code, a United States criminal law.
8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.
9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

(Continue on reverse.)

10. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12958; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that expose confidential Government agents), and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, 952 and 1924 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

11. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this Agreement and its implementing regulation (32 CFR Section 2003.20) so that I may read them at this time, if I so choose.

(b) (6)

(Type or print)

PERSONAL DATA CODE NUMBER)

WITNESS

ACCEPTANCE

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.

THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b) (6)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~have not~~ (strike out inappropriate word or words) received

(b) (6)

whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to 1) certify that you have access to the information indicated above or 2) determine that your access to the information indicated has terminated. Although disclosure of your SSN is not mandatory, your failure to do so may impede the processing of such certifications or determinations, or possibly result in the denial of your being granted access to classified information.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

July 15, 2015

From: (b) (6)
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept employment with Global Aerospace Logistics (GAL) as a civilian adviser.
2. In this position, I will be working as an advisor to the United Arab Emirates Special Operations Command (UAE SOC) working to help our partners in the UAE improve the professionalism and capability of their special operations units. The corporation I will be working directly for—GAL—is a corporate entity owned by the UAE government as a contract vehicle for professionals like myself who are contracted to perform training and advisory duties for the UAE SOC. I am not working in any sort of operational role. I will be given a salary as compensation for this position.

3.

(b) (6)

Very Respectfully

(b) (6)

Foreign Government Employment Questionnaire

Name: (last, first, middle initial)

(b) (6)

Physical address (include mailing if different):

(b) (6)

Phone:

Email:

(b) (6)

Military Retirement Date (if applicable): Oct 2015

Rank/Rate (at retirement):

(b) (6)

SSN (last four digits):

(b) (6)

Location of proposed employment:

UAE / Abu Dhabi

1. Who is your proposed employer and how are they connected to a foreign government?

Global Aerospace Logistics / GAL Corporate entity of the UAE Gov't

2. What is your proposed job title?

civilian advisor

3. What will your job duties involve? If a job description is available, please attach.

Training and advising UAE Special Operations units

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

Yes - still working on total compensation package

5. Are you a U.S. citizen?

Yes

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, after your U.S. citizenship status, or obtain foreign citizenship?

No

7. What is the highest U.S. security clearance that you have held?

TS-SCI

8. What is the highest level of classified material to which you have been granted access?

SAP/STO, TS-SCI (+)

9. Have you had access to Special Access Programs?

Yes

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

No

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

Yes - JCETs / trained with UAE SOC before

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

Yes - (b) (6)

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

No

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

(Name of Individual - Printed or typed)

AND THE UNITED STATES

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold, removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIG

OR
NUM

(b) (6)

WITNESS

ACCEPTANCE

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED
BY THE UNDERSIGNED.

THE UNDERSIGNED ACCEPTED THIS AGREEMENT
ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b) (6)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I ~~have not~~ (have not) (strike out inappropriate word or words) received a security debriefing.

(b) (6)

disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

June 16, 2015

From: (b) (6)

To: Chief of Naval Personnel

c/o (b) (6)

Office of Legal Counsel for the Chief of Naval Personnel (N00L)

Naval Support Facility Arlington

701 South Courthouse Road, Room 4T035

Arlington, VA 22204

Subj: Request for Foreign Government Employment Approval

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, This letter requests permission to accept employment as a consultant with Intertech Advanced Technologies LLC. While Intertech is a privately held U.S. company, the work would involve meetings, discussions and advising the Hellenic Ministry of National Defense on potential procurement of Foreign Military Sales and Direct Commercial Sales of military hardware to Greece.

2. I retired as a U.S. Navy 1110 Captain in July 2000. I am presently employed as a consultant in Washington, D.C. and provide business development services to domestic and foreign companies.

3. Recently, I was approached to provide consulting services for Intertech Advanced Technologies LLC (a recently established Delaware company) to advise the Hellenic Ministry of National Defense (Greek Defense Minister).

4. Because of my ethics responsibilities as a retired Naval officer, I am requesting approval to serve as a consultant to Intertech Advanced Technologies LLC. The company has submitted a proposal to the Greek Minister of Defense to assist the Ministry to identify and develop plans to engage U.S. military hardware manufacturers to determine their willingness to pursue appropriately sanctioned Foreign Military Sales.

Very Respectfully,

(b) (6)

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address: (b) (6)

Phone: (b) (6)

Email: (b) (6)

Military Retirement Date: 1 July 2000

Rank/Rate: (b) (6)

SSN (last four digits): (b) (6)

Location of proposed employment: Primarily Washington, D.C. with possible travel to Greece and U.S. manufacturing facilities.

1. Who is your proposed employer and how are they connected to a foreign government? **Intertech Advanced Technologies LLC, a Delaware based private held company that intends to market consulting services to the Hellenic Ministry of National Defense (Greek Ministry of Defense).**

2. What is your proposed job title? **Consultant. My role would be to provide consulting services to Intertech but would likely include participation in discussions with Ministry officials to identify and evaluate the feasibility of potential U.S. manufacturers interest in pursuing foreign military equipment sales.**

3. What will your job duties involve? **If a job description is available, please attach. No job description is available. My duties would be to identify potential candidate U.S. companies and assist in the development of related strategies to engage those companies to determine their willingness to pursue lawfully authorized military and commercial sales.**

4. Will you be paid for duties performed? **I will be compensated for the consulting services I provide. I do not know the amount or type of the compensation nor the period of performance. My compensation would be provided by Intertech but because of the nature of the work and collaboration with the foreign government entity, I feel it is prudent to seek Foreign Government Employment approval. Intertech will be compensated by the Greek government to my understanding.**

5. Are you a U.S. citizen? **Yes.**

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship? **No.**

7. What is the highest U.S. security clearance that you have held? **Top Secret SCI.**

8. What is the highest level of classified material to which you have been granted access? **Top Secret SCI while on active duty.**

9. Have you had access to Special Access Programs? **Yes.**

10. Will you be working with classified information as part of your foreign employment? **No.**

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? **Yes, my last active duty assignment was as a policy advisor to the Secretary of Defense for several European countries including Greece.**

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? **Yes, In the role of policy advisor, I assisted in numerous bilateral issues between our nation and European countries including FMS sales, basing issues and Embassy/ Department of State coordination matters.**

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? **While on active duty I was exposed to classified technical data and other information. My initial employment upon retirement was with Boeing and Northrup Grumman, and in the course of my activities which focused on International business development, some general low level classified material might have been available. I did in previous employment seek and receive export licenses for some products. I have had no access to any such information for nearly 10 years. Also, my current employer has never applied for or received export license for the defense services.**

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

you are unable to certify the truth of one of the two statements below, please provide an explanation.

I certify that I currently hold an active United States security clearance.

Signature

Date

I certify that my United States security clearance has expired, but prior to its expiration, my U.S. security clearance was never suspended or revoked, nor was my eligibility for a U.S. security clearance ever withdrawn.

(b) (6)

If you are unable to certify one of the two statements above, please explain here:

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress), section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress), section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT

(b) (6)

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.
(b) (6)	SIGNATURE
	DATE
(b) (6)	NAME AND ADDRESS (Type or print)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody, that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE	DATE
NAME OF WITNESS (Type or print)	SIGNATURE OF WITNESS

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

18 February 2015

From: (b) (6)
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to be employed with Global Aerospace Logistics, LLC, as an Explosives & Ordnance Safety Expert.
2. I am currently employed by a UAE privately owned company, Global Aerospace Logistics, LLC (GAL). On December 7th, 2014, I was notified that the company will be acquired by a new entity called Emirates Defense Industries Company (EDIC). GAL has informed me that EDIC is owned by two companies, Mubadala, LLC and Tawazun, LLC which are owned by the UAE Government. GAL will continue to pay my salary and will become a subsidiary of EDIC.

In connection with my employment with GAL, and through an agreement with the U.S. Department of State (DoS) under DTCC Case No. 12-0000094, I am seconded to a US Company, Knowledge International, LLC (KI) a limited liability company under the laws of Delaware headquartered at 300 N. Lee St., Suite 305, Alexandria, VA 22314 and with branch offices at Khalifa Commercial Center, Khalifa City A, Suite 205, Abu Dhabi, UAE. Accordingly, I have signed a Contract Employee Agreement (CEA) which states that in order to satisfy the requirements of DDTC, GAL has agreed to second US persons to KI, such that KI will exercise oversight and management, even though I will remain employed by GAL and subject to all terms and conditions of the employment agreement with GAL. Should you require more information about this arrangement, please contact (b) (6)

(b) (6)

My duties are to include: Advise the Group Commander on the development and implementation of the Group's Explosive Safety Program, perform inspections and surveys of areas and operations to identify accident potentials in relation to explosive operations, perform accident investigations, prepare reports, and maintain records in relation to explosive operations.

(b) (4)

(b) (6)

Very Respectfully,

(b) (6)

Foreign Government Employment Questionnaire

Name: (last, first, middle initial) (b) (6)

Physical address (include mailing if different): (b) (6)

(b) (6)

Phone: (b) (6)

Email: (b) (6)

Military Retirement Date (if applicable): N/A

Rank/Rate (at retirement): (b) (6)

SSN (last four digits): (b) (6)

Location of proposed employment: ABU DHABI, UAE

1. Who is your proposed employer and how are they connected to a foreign government?

I am currently employed by a UAE privately owned company, Global Aerospace Logistics, LLC (GAL). On December 7th, 2014, I was notified that the company will be acquired by a new entity called Emirates Defense Industries Company (EDIC). GAL has informed me that EDIC is owned by two companies, Mubadala, LLC and Tawazun, LLC which are owned by the UAE Government. GAL will continue to pay my salary and will become a subsidiary of EDIC.

In connection with my employment with GAL, and through an agreement with the U.S.

Department of State (DoS) under DTCC Case No. 12-0000094, I am seconded to a US Company, Knowledge International, LLC (KI) a limited liability company under the laws of Delaware headquartered at 300 N. Lee St., Suite 305, Alexandria, VA 22314 and with branch offices at Khalifa Commercial Center, Khalifa City A, Suite 205, Abu Dhabi, UAE. Accordingly, I have signed a Contract Employee Agreement (CEA) which states that in order to satisfy the requirements of DDTC, GAL has agreed to second US persons to KI, such that KI will exercise oversight and management, even though I will remain employed by GAL and subject to all terms and conditions of the employment agreement with GAL. Should you require more information about this arrangement, please contact (b) (6)

(b) (6)

2. What is your proposed job title?

Explosives & Ordnance Safety Expert

3. What will your job duties involve? If a job description is available, please attach.

Advise the Group Commander on the development and implementation of the Group's Explosive Safety.

Performs inspections and surveys of areas and operations to identify accident potentials in relation to explosive operations.

Performs accident investigations, prepares reports, and maintains records in relation to explosive operations.

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

YES, (b) (4)

To the best of my knowledge, my pay will not be affected by the change of ownership of GAL.

5. Are you a U.S. citizen?

YES

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

Foreign citizenship is not required and not planned as part of this employment. I will not be required to execute an oath of allegiance to the UAE Government as part of this employment.

7. What is the highest U.S. security clearance that you have held?

TS/SCI

8. What is the highest level of classified material to which you have been granted access?

TS

9. Have you had access to Special Access Programs?

YES

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

NO

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

NO

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

NO

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

NO

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

Date

(b) (6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 12958, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in Sections 1.2, 1.3, and 1.4(e) of Executive Order 12958, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of the information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or the termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of Sections 641, 793, 794, 796, *952 and 1824, Title 18, United States Code, * the provisions of Section 783(b), Title 50, United States Code, and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access. (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of Section 793 and/or 1824, Title 18, United States Code, a United States criminal law.
8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.
9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

(Continue on reverse.)

11 These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor therein section 7211 of title 5, United States Code (governing disclosures to Congress) section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 4033h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, 952 and 1924 of title 18, United States Code, and section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12 I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement, and its implementing regulation (32 CFR Part 2001 section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

SIGN

ORIG
NUMBER

(b) (6)

ACCEPTANCE

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED
BY THE UNDERSIGNED.

THE UNDERSIGNED ACCEPTED THIS AGREEMENT
ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b) (6)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information; and that I (have) (threaten) (strike out inappropriate word or words) to do so.

(b) (6)

disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 28, 1995). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

21 JULY 2015

From: (b) (6)
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept employment with Irving Shipyard, Inc., as Director, Supply Chain.
2. Irving Shipyard, Inc. (ISI), Halifax, Canada builds and maintains vessels for the Canadian Navy and Coast Guard as well as commercial entities. My duties will include execution of the supply chain strategy and for the cost, quality and delivery performance of the supply base in support of ISI. My salary will be an overhead expense paid from revenues received, in part, from the Canadian government for work on Navy and Coast Guard Vessels. Revenues from private sector marine work will also be used to fund shipyard overhead expense.
3. In my thirty years of Naval Service I have had significant experience in supply chain and inventory management, ship repair contracting, and procurement of supplies and services. I will be expected to bring my knowledge and experience to my new employment.

(b) (6)

Very Respectfully

(b) (6)

Foreign Government Employment Questionnaire

Name: (last, first, middle initial)

(b) (6)

Physical address (include mailing if different):

(b) (6)

Phone:

(b) (6)

Email:

Military Retirement Date (if applicable): 01 July 2015

Rank/Rate (at retirement): (b) (6)

SSN (last four digits): (b) (6)

Location of proposed employment:

3099 Barrington Street
P.O. Box 9110
Halifax, Nova Scotia
Canada B3K 5M7

1. Who is your proposed employer and how are they connected to a foreign government?

Irving Shipbuilding, Incorporated. The Canadian Government is the shipyard's principle customer.

2. What is your proposed job title?

(b) (6)

3. What will your job duties involve? If a job description is available, please attach.

Please see attached.

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

Yes. (b) (4)

My salary will be an overhead expense paid, in part, by revenues received from the Canadian Government for work on Navy and Coast Guard vessels.

5. Are you a U.S. citizen?

Yes.

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No.

7. What is the highest U.S. security clearance that you have held?

Top Secret/SCI

8. What is the highest level of classified material to which you have been granted access?

Top Secret

9. Have you had access to Special Access Programs?

No

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

No

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

Yes. As (b) (6) I interacted with Canadian Commercial Corporation, Public Works Government Services Canada, and the Department of National Defense for the administration of U.S. Department of Defense contracts in production in Canada.

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

As a Navy Supply Officer I have had extensive experience with Supply Chain and Inventory Management, Ship Repair contracting, and the procurement of various supplies and services.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

No

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN (b) (6) AND THE UNITED STATES

(Name of individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 12958, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in Sections 1.2, 1.3, and 1.4(e) of Executive Order 12958, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of the information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or the termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of Sections 641, 793, 794, 798, *952 and 1924, Title 18, United States Code, * the provisions of Section 783(b), Title 50, United States Code, and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of Section 793 and/or 1924, Title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

(Continue on reverse.)

10. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12958; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that expose confidential Government agents), and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, 952 and 1924 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

11. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this Agreement and its implementing regulation (32 CFR Section 2003.20) so that I may read them at this time, if I so choose.

(b) (6)

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b) (6)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I ~~have not~~ (have not) (strike out inapplicable word or words) received a security debriefing.

(b) (6)

Information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to 1) certify that you have access to the information indicated above or 2) determine that your access to the information indicated has terminated. Although disclosure of your SSN is not mandatory, your failure to do so may impede the processing of such certifications or determinations, or possibly result in the denial of your being granted access to classified information.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

Date 22 JAN 2015

From (b) (6)

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire
(2) Classified Information Nondisclosure Agreement (SF-312)

1. Admiral, the purpose of this letter is to request permission to accept continued employment with Global Aerospace Logistics, LLC (GAL) as an Operations Expert.
2. On December 7th, 2014, I was notified that GAL will be acquired by the newly created Emirates Defense Industries Company (EDIC). Additionally, GAL has informed me that EDIC is owned by two UAE Government companies, Mubadala and Tawazun. GAL will continue to pay my salary and will become a subsidiary of EDIC. My job duties will not change and are authorized through a U.S. Department of State (DoS) approved secondment arrangement with a U.S. company, Knowledge International, LLC (KI). I will receive compensation from GAL for the duties performed via monthly pay and allowances. To the best of my knowledge, my pay will not be affected by the change of ownership of GAL.

(b) (6)

(b) (6)

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address:

(b) (6)

Mailing Address:

(b) (6)

Phone: (b) (6)
Email: (b) (6)

Military Retirement Date: 1 MAR 2007

Rank/Rate: (b) (6)

SSN (last four digits): (b) (6)

Location of proposed employment: Abu Dhabi, United Arab Emirates

1. Who is your proposed employer and how are they connected to a foreign government?

I am currently employed at a UAE privately owned company, Global Aerospace Logistics, LLC (GAL). On December 7th, 2014, I was notified that the company will be acquired by Emirates Defense Industries Company (EDIC). Additionally, GAL has informed me that EDIC is owned by two UAE Government companies, Mubadala and Tawazun. GAL will continue to pay my salary and will become a subsidiary of EDIC.

2. What is your proposed job title?

Title: Operations Expert.

3. What will your job duties involve?

My job duties will remain unchanged and are authorized through a U.S. Department of State (DoS) approved secondment arrangement with a U.S. company, Knowledge International, LLC (KI) as detailed in question 13. My job duties are to advise the Joint Aviation Command (JAC) Director of Operations and Training on planning, developing, conducting, evaluating and

improving operations. I will advise the JAC Director of Operations and Training and assist him with the development and preparation of training plans for both current and future operations, development and implementation of operational doctrine, assessing operational readiness and capabilities in order to meet current and future operational commitments. Identify operational shortcomings and assist in developing a strategy for mitigating operational deficiencies. Mentor and develop military officers and non-commissioned officers.

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

Yes. I will receive compensation from GAL for the duties performed via monthly pay and allowances. To the best of my knowledge, my pay will not be affected by the change of ownership of GAL. Although requested, as part of this questionnaire, disclosing exact salary figures would violate GAL's Confidentiality Agreement, which I signed 31 January 2014.

5. Are you a U.S. citizen? Yes

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship? No

7. What is the highest U.S. security clearance that you have held? TOP SECRET

8. What is the highest level of classified material to which you have been granted access?

TOP SECRET

9. Have you had access to Special Access Programs? Yes

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

Yes, UAE country specific Classified Information up to SECRET.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain. No

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

Yes, as a Navy Operation Specialists (OS) many of the Operational and Training aspects are common across any military organization specifically, developing and implementing operational doctrine, assessing operational readiness and capabilities in order to meet current and future operational commitments. Identifying operational shortcomings and developing a strategy for mitigating operational deficiencies. Mentoring and development of military officers and non-commissioned officers. After commissioning to Chief Warrant Officer Operations Technician I served in several Operational and Training Headquarters where many of the Internal Staff processes for developing and implementing operational doctrine, assessing operational readiness and capabilities in order to meet current and future operational commitments. Identifying operational shortcomings and developing a strategy for mitigating operational deficiencies are common throughout any military Staff organization.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

No

Through an agreement with the US Department of State (DoS) under DTCC Case No. 12-0000094, I have a secondment arrangement with Knowledge International, LLC (KI), a U.S. company registered as a broker and exporter with the Directorate of Defense Trade Controls (DDTC), for the provision of defense services to GAL as authorized under TAA #2871-12 (as amended). For any questions regarding this authorization, please contact (b) (6) via email: (b) (6) or phone: (b) (6)

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

Signature

(b) (6)

Date

(b) (6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

S (b) (6) below)

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.
(b) (6)	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~have not~~ (strike out inappropriate word or words) received a security debriefing.

(b) (6)

advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information. (2)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety; or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an Inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the Inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

(b) (6)

ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
SIGNATURE	DATE	SIGNATURE	DATE
(b) (6)			
		NAME AND ADDRESS (Type or print)	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information; and that I have not (have not) (strike out in case of no word or words) received or communicated classified information.

(b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

Foreign Government Employment Questionnaire

Name: (last, first, middle initial) (b) (6)

Physical address (include mailing if different): (b) (6)

Phone: (b) (6)

Email:

Military Retirement Date (if applicable): 1 FEB 15

Rank/Rate (at retirement): (b) (6)

SSN (last four digits): (b) (6)

Location of proposed employment: Washington, D.C.

Please see attached letter dated 28 MAR 15

1. Who is your proposed employer and how are they connected to a foreign government?

(b) (6) which has been retained by the Federal Republic of Germany (FRG) and Stiftung Preussischer Kulturbesitz (SPK), an agency thereof.

2. What is your proposed job title?

(b) (6)

3. What will your job duties involve? If a job description is available, please attach.

I will represent FRG and SPK in litigation in the U.S. District Court for the District of Columbia, (b) (6) v. FRG and SPK, 15-cv-266 (D.D.C.)

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

I will not be paid directly. (b) (6) will be paid. My income from (b) (6) does not depend on payments from FRG or SPK.

5. Are you a U.S. citizen? Yes

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No

7. What is the highest U.S. security clearance that you have held?

TS/SCI/SI/TK/H/G

8. What is the highest level of classified material to which you have been granted access?

TS/SCI/SI/TK/H/G

9. Have you had access to Special Access Programs?

Yes

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

No

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

No

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

No

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

Not in connection with this matter

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

Date

Please sign one of the two statements below regarding your security clearance status or eligibility. If you are unable to certify the truth of one of the two statements below, please provide an explanation.

I certify that I currently hold an active United States security clearance.

Signature

Date

I certify that my United States security clearance has expired, but prior to its expiration, my U.S. security clearance was never suspended or revoked, nor was my eligibility for a U.S. security clearance ever withdrawn.

(b) (6)

Signature

Date

If you are unable to certify one of the two statements above, please explain here:

(b) (6)

28 March 2015

Navy Personnel Command
Office of Legal Counsel (PERS-OOL)
Naval Support Facility Arlington
701 South Courthouse Road
Room 4T035
Arlington, VA 22204

Subj: Request for Approval of Compensation ICO Federal Republic of Germany

Dear Sir or Madam:

I am a retired naval officer. I am currently in an unpaid retired reserve status, but when I turn 60 later this year, I will start to receive monthly retirement benefits. I am employed as an attorney (b) (6). I do not share in the equity of the firm, and receive equal monthly fixed payments based on an annual contractual compensation amount. These monthly payments do not vary based on my financial performance or the overall financial performance of the firm.

This month, (b) (6) was retained to represent the defendants in the matter of (b) (6) v. *Federal Republic of Germany and Stiftung Preussischer Kulturbesitz*. This civil lawsuit was filed on February 23, 2015, in the federal district court for the District of Columbia.

(b) (6) (b) (6)

(b) (6) client is Stiftung Preussischer Kulturbesitz, a museum located in Berlin. It should be considered an agency or instrumentality of the Federal Republic of Germany. It is likely that (b) (6) will also be asked to represent the Federal Republic of Germany, a foreign sovereign nation.

I am not the billing attorney for this matter or the "relationship partner." I have been asked to assist in the litigation because, as a former federal prosecutor, I have substantial federal trial experience as well as extensive experience in cultural property matters. I will bill my time on the matter on an hourly basis along with at least four other lawyers in the firm. The total billable amount will be charged to the client on a monthly basis. The

client will not pay me, but will pay (b) (6) I will not receive a percentage of the amount paid.

Based on the nature of my contractual relationship with the firm and the nature of my relationship with the client, I do not believe my representation of either the Federal Republic of Germany or the Stiftung Preussischer Kulturbesitz violates the Emoluments Clause of the U.S. Constitution. (Art. I § 9, cl. 8.) This is both because I will not receive any payment directly from either client and because I have no functional role in the federal government, thus eliminating the possibility of undue influence, the ill the Emoluments Clause seeks to avoid.

The DoD Standards of Conduct Office (SOCO) addressed the question of whether a law firm partner's distribution could violate the Emoluments Clause.

Query: Does a retired military officer violate the Emoluments Clause by becoming a partner in a large U.S. law firm and accepting pro rata partnership profits that include representation of foreign government clients? Yes. OLC has opined that this would violate the Emoluments Clause.

White Paper, "APPLICATION OF THE EMOLUMENTS CLAUSE TO DoD CIVILIAN EMPLOYEES AND MILITARY PERSONNEL," March 2013).

The difference between my situation and that discussed by SOCO, however, is that I do not receive a pro rata distribution of partnership profits. I do not own equity in the firm. My income from the firm is determined by contract, and is in no way determined on a pro rata basis.

SOCO also cited to a Comptroller General Opinion (Matter of Retired Marine Corps Officers, Comp. Gen. B-217096 (Mar. 11, 1985) (1985 Comp. Gen. Lexis 1483)) in which the Emoluments Clause was found to apply to "payments received by a professional corporation [law firm] for services rendered to a foreign government." This opinion was based on the finding that the law firm "attorneys would benefit from the payments" from a foreign government. In contrast, I will not "benefit from the payments" of the foreign government (except in the broadest sense that it is more desirable for my employer to generate revenue than not). The receipt by (b) (6) (b) (6) of money from the clients will not increase my rate of pay. Conversely, if the clients refuse to pay the bill, my pay will not suffer.

My opinion notwithstanding, the U.S. government appears to take a broad view of the applicability of the Emoluments Clause. And so, while I believe the Emoluments Clause is not applicable to my specific situation, and in an abundance of caution, I write to request approval to receive an emolument from the Federal Republic of Germany and Stiftung Preussischer Kulturbesitz.

Congress has consented to the "civil employment (and compensation for that employment)" and resulting emoluments from foreign governments by "[r]etired members of the uniformed services," with the approval of the "Secretary concerned." 37 U.S.C. § 908(a)(1). Therefore, I respectfully request that the Secretary of the Navy approve my receipt of emoluments from the Federal Republic of Germany and the Stiftung Preussischer Kulturbesitz for the following reasons:

- The emolument is not a direct payment to me personally (but to (b) (6) (b) (6))
- I am not entitled to a pro rata share of any such payment;
- Since I do not serve in any functional role in the federal government, the payment poses no actual risk (or even appearance) of undue influence;
- The Federal Republic of Germany is a NATO ally, thus minimizing any risk of harm to U.S. interests;
- The lawsuit is unrelated to the national security of the United States;
- My loyalty to the Federal Republic of Germany and the Stiftung Preussischer Kulturbesitz is not based on the receipt of money but on the attorney-client relationship, which is governed by well established, published rules;
- I would be representing the Federal Republic of Germany and the Stiftung Preussischer Kulturbesitz in a U.S. court of public record, thus further minimizing the risk or appearance of undue influence;
- I am unlikely to be called upon to take a position adverse to the United States government, which is not a party to the litigation.

Thank you for your consideration.

(b) (6)

01 Mar 2016

From: (b) (6)

To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Respectfully request permission to accept employment with Global Aerospace Logistics LLC (GAL) as an Experimental Test Pilot.

2. GAL is an Abu Dhabi based subsidiary of the Emirates Defense Industries Company. It is a provider of professional aerospace services including aviation maintenance, repair, overhaul and other specialized support functions. I would be employed as an Experimental Test Pilot performing systems integration and testing on various rotary wing platforms (b) (4)

(b) (6)

(b) (6)

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address : (b) (6)

Phone: (b) (6)

Email: (b) (6)

Military Retirement Date : 01 Nov 2016

Rank/Rate : (b) (6)

SSN : (b) (6)

Location of proposed employment: United Arab Emirates

1. Who is your proposed employer and how are they connected to a foreign government?

Global Aerospace Logistics. They provide contract services to the gov't of the UAE

2. What is your proposed job title? Experimental Test Pilot

3. What will your job duties involve? If a job description is available, please attach.

Systems integration and testing on rotary wing platforms

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working. Yes. (b) (4)

5. Are you a U.S. citizen? Yes

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No

7. What is the highest U.S. security clearance that you have held? TS/SCI

8. What is the highest level of classified material to which you have been granted access? TS/SCI

9. Have you had access to Special Access Programs? No

10. Will you be working with classified information as part of your foreign employment? If yes, please explain. No

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain. Yes. (b) (6)

(b) (6)

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain. Yes. I served as a test pilot for the U.S. Navy from

(b) (6)

and as an instructor at (b) (6)

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering? No.

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Please sign one of the two statements below regarding your security clearance status or eligibility. If you are unable to certify the truth of one of the two statements below, please provide an explanation.

(b) (6)

I certify that my United States security clearance has expired, but prior to its expiration, my U.S. security clearance was never suspended or revoked, nor was my eligibility for a U.S. security clearance ever withdrawn.

Signature

Date

If you are unable to certify one of the two statements above, please explain here:

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security, and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it, or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order, and I understand its provisions. I acknowledge that the briefing officer has

Part

(b) (6)

ACCEPTANCE

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED
BY THE UNDERSIGNED.

THE UNDERSIGNED ACCEPTED THIS AGREEMENT
ON BEHALF OF THE UNITED STATES GOVERNMENT

(b) (6)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the refoulement of information to the United States are hereby acknowledged.

(b) (6)

precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

12 Apr 16

From: (b) (6)
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire
(2) Global Aerospace Logistics, LLC Job Description
(3) (b) (6)
(4) (b) (6)

1. Admiral, this letter requests permission to accept employment with Global Aerospace Logistics, LLC, as a Crewman Instructor.

2. Global Aerospace Logistics, LLC (GAL) is an Abu Dhabi based subsidiary of the Emirates Defense Industries Company (EDIC). GAL provides professional aerospace services to their clients. The duties I will be performing include classroom and inflight instruction, training programs, standards, qualifications, refresher training, and safety and emergency procedures. I will be compensated by salary and my pay is not affected by the foreign government but rather by the level of experience and the type of position that I am being hired for which in this case is a Crewman Instructor. A complete outline of my job responsibilities are in enclosure two.

3. My retirement date is October 31st of this year with a Command approved terminal leave date of (b) (6) in enclosure three. As directed, I have also completed the Standard Form 312 Non-Disclosure Agreement in enclosure four.

(b) (6)

Very Respectfully,
(b) (6)

Foreign Government Employment Questionnaire

Name: (last, first, middle initial)

(b) (6)

Physical address (include mailing if different):

(b) (6)

Phone:

(b) (6)

Email:

(b) (6)

or

(b) (6)

Military Retirement Date (if applicable):

Retirement Date: October 31, 2016

Terminal Leave Date: (b) (6)

Rank/Rate (at retirement):

(b) (6)

SSN (last four digits): XXX-XX-XXXX

(b) (6)

Location of proposed employment:

Abu Dhabi, United Arab Emirates.

1. Who is your proposed employer and how are they connected to a foreign government?

Global Aerospace Logistics LLC (GAL) is the employer and they are an Abu Dhabi based private company that is a subsidiary of the Emirates Defense Industries Company (EDIC). EDIC is a UAE Government Owned entity.

2. What is your proposed job title?

Crewman Instructor

3. What will your job duties involve? If a job description is available, please attach.

(Job description attached in FGE Letter)

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

I will be paid for the duties performed however I do not wish to disclose the amount of pay due to the non-disclosure agreement I signed with GAL.

In regard to how my level of pay will be affected by the foreign government, I will be working for a private company, soon to be semi-government. I understand that I will be supporting the military directly, however my pay is not affected the foreign government but rather by the level of experience and the type of position that I am being hired for which in this case, is a Helicopter Crewman Instructor.

5. Are you a U.S. citizen?

Yes

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No

7. What is the highest U.S. security clearance that you have held?

Secret

8. What is the highest level of classified material to which you have been granted access?

Secret

9. Have you had access to Special Access Programs?

No

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

No

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

No

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

Yes. (b) (6)

(b) (6) The job I am holding now for the US Navy will be quite similar to what I will be asked to do with GAL as outlined in the FGE letter; providing classroom and inflight instruction, training programs, standards, qualifications, refresher training, and safety and emergency procedures.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

No. (b) (6)

(b) (6) The UAE currently flies the Panther and Super Puma helicopters and to my knowledge, I will learn these helicopters and then teach them to their students using their curriculum. It is my understanding that I am being hired for my helicopter flight experience and my ability to teach basic aviation.

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

Date

Please sign one of the two statements below regarding your security clearance status or eligibility. If you are unable to certify the truth of one of the two statements below, please provide an explanation.

I certify that I currently hold an active United States security clearance.

(b) (6)

Signature

Date

I certify that my United States security clearance has expired, but prior to its expiration, my U.S. security clearance was never suspended or revoked, nor was my eligibility for a U.S. security clearance ever withdrawn.

Signature

Date

If you are unable to certify one of the two statements above, please explain here:

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this Agreement and its implementing regulation

(b) (6)

ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER)
(Type or print)

(b) (6)

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.
(b) (6)	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

(b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 13977. Your SSN will be used to identify you precisely when it is necessary to 1) certify that you have access to the information indicated above or 2) determine that your access to the information indicated has terminated. Although disclosure of your SSN is not mandatory, your failure to do so may impede the processing of such certifications or determinations, or possibly result in the denial of your being granted access to classified information.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

2 June 2016

From: (b) (6)
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire.

1. Admiral, this letter requests permission to accept employment with Irving Shipbuilding, Inc., a privately owned shipyard located in Halifax, Nova Scotia, Canada. The position I have been offered is Operations Director.
2. Irving Shipbuilding, Inc. builds and maintains vessels for the Canadian Navy and Coast Guard, in addition, Irving Shipbuilding, Inc. performs private sector marine construction and repairs. As Operations Director, I will be responsible for ship completion and delivery and other construction and operations duties as assigned. This includes management and coordination of production work, tests and trials, integration of sub-contractor production and testing efforts, and coordination with Canadian Government personnel as it relates to efficient completion and delivery. I will receive an annual salary that will be paid, in part, from revenues received from the Canadian Government for work on its Navy and Coast Guard vessels. Revenues from private sector marine work will also be used to support my salary.

3.

(b) (6)

Very Respectfully,

(b) (6)

Foreign Government Employment Questionnaire

Name: (last, first, middle initial)

(b) (6)

Physical address (include mailing if different):

(b) (6)

Phone:

(b) (6)

Email:

(b) (6)

Military Retirement Date (if applicable):

June 1, 2012

Rank/Rate (at retirement):

(b) (6)

SSN (last four digits): XXX-XX-XXXX

(b) (6)

Location of proposed employment:

Halifax, Nova Scotia, Canada

1. Who is your proposed employer and how are they connected to a foreign government?

Irving Shipbuilding, Inc., Halifax, Nova Scotia, Canada. Irving Shipbuilding, Inc., is a private company that has a contract with the government of Canada to build Arctic Offshore Patrol Vessels for the Canadian Navy.

2. What is your proposed job title?

(b) (6)

3. What will your job duties involve? If a job description is available, please attach.

I will be responsible for ship completion and delivery and other construction and operations duties as assigned from time to time. This includes management and coordination of production work as assigned, tests and trials, integration of sub-contractor production and testing efforts, and coordination with Canadian Government personnel as it relates to efficient completion and delivery of Canadian Navy and Coast Guard Vessels.

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

Yes (b) (4)

My level of pay is not affected by the Canadian government. My salary will be paid, in part, from revenues received from the Canadian Government for work on Navy and Coast Guard Vessels.

5. Are you a U.S. citizen?

Yes.

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No.

7. What is the highest U.S. security clearance that you have held?

Top Secret

8. What is the highest level of classified material to which you have been granted access?

Top Secret

9. Have you had access to Special Access Programs?

No.

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

I will not be working with any U.S. Government classified information. I will be required to obtain a Canadian Security Clearance. I will not be required to be a Canadian citizen to obtain a Canadian Security Clearance.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

No, I have only had casual dealings with uniformed members of the Canadian Navy to share lessons learned associated with ship programs.

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

Yes. I have extensive experience with U.S. Navy ship design, acquisition, construction, maintenance, and modernization as a result of assignments during my thirty years of service in the United States Navy. I served in two Supervisor of Shipbuilding Offices, in Groton and Newport News. I also served in three U.S. Naval Shipyards including command of Pearl Harbor Naval Shipyard and Norfolk Naval Shipyard. Additionally I served as Repair Officer on a submarine repair vessel in Guam and as Material Officer on the Commander Naval Submarine Force staff. These positions provided me in-depth knowledge of ship design and acquisition processes, industrial operations management, contracting, labor relations, and business operations.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

I have had access to submarine and surface ship technical data related to design, construction, and testing. I am expected to bring my general knowledge and experience with running large industrial operations involving ship maintenance and construction. However I WILL NOT be required to bring or share any U.S. technology or warship design practices.

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

Date

Please sign one of the two statements below regarding your security clearance status or eligibility. If you are unable to certify the truth of one of the two statements below, please provide an explanation.

I certify that I currently hold an active United States security clearance.

(b) (6)

Signature

Date

I certify that my United States security clearance has expired, but prior to its expiration, my U.S. security clearance was never suspended or revoked, nor was my eligibility for a U.S. security clearance ever withdrawn.

Signature

Date

If you are unable to certify one of the two statements above, please explain here:

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold, removal from any position of special confidence and trust requiring such clearances, or termination of my employment or other relationships with the Department or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1962. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707) or any successor thereto; section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identifies Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1976 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 1034(h)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h)(3) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 795, 795a, 795b and 1924 of title 18, United States Code, and section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001-20(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT

(b) (6)

WITNESS

ACCEPTANCE

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.

THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b) (6)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information; and that I have, ~~from now on~~ (delete any inappropriate word or words) received a security debriefing.

(b) (6)

NOTICE: The Privacy Act of 1974 (5 U.S.C. 552a) requires that federal agencies inform individuals at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number as well as other data is voluntary but failure to do so may delay or prevent you from receiving access to classified information.

DATE: 02 May 2016

(b) (6)

TO: Navy Personnel Command, Office of Legal Counsel (Pers-OOL)
Naval Support Facility Arlington
701 South Courthouse Road, Room 4T035
Arlington, VA 22204
(703) 604-0443

SUBJECT: Approval Request for Foreign Government Employment of Retired Navy Member

REFERENCE: U.S. Constitution, Article I, Section 9, Clause 8. *The Emoluments Clause*

I am requesting approval to accept foreign government employment in the United Arab Emirates (UAE) with Advanced Military Maintenance Repair and Overhaul Center (AMMROC). My identification details are below:

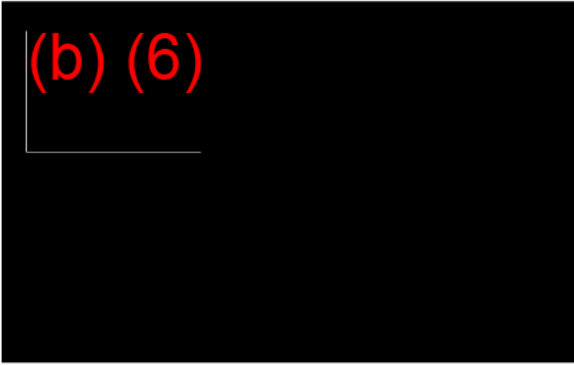
(b) (6)

AMMROC provides specialized military Maintenance Repair and Overhaul services for Southeast Asia, Middle East and North Africa regions. It is a joint venture between Mubadala Aerospace, Sikorski Aviation and Lockheed Martin. There will be a transfer of shares from Mubadala Aerospace to Emirates Defense Industry Company (EDIC) in the near future. EDIC is a private company and commercially-formed legal entity under UAE law. The legal test applied by the U.S. Department of Defense for finding foreign government ownership or control weighs heavily towards EDIC being treated as a foreign state for the purposes of the U.S. Emoluments Clause.

My duties will be as an F-16 Corrosion Control Technician. My assigned duties include, but are not limited to, those at Attachment 1.

I will receive compensation for the duties performed with AMMROC. I will not require an oath of allegiance to the Government of the United Arab Emirates.

(b) (6)



Attachments:

- 1 - AMMROC Job Description
- 2 - Completed SF Form 312
- 3 - Completed Foreign Government Employment Information Sheet
- 4 - Completed Foreign Government Employment Questionnaire

Foreign Government Employment Questionnaire

Identification

Name (Last)

Physical

(b) (6)

Phone Number:

(b) (6)

Military Retirement Effective Date: 31 December 2005

(b) (6)

Location of proposed employment:

AMMROC

P.O. Box 93443

Abu Dhabi, United Arab Emirates

Questions (Please use additional sheets if necessary)

1. Who is your proposed employer and how are they connected to a foreign government?

I work at AMMROC (Advanced Military Maintenance, Repair, and Overhaul Center) LLC in the UAE. I have been informed that AMMROC will transition in the near future and be under a new company, Emirates Defense Industries Company (EDIC) PJSC. EDIC has been formed as a single, integrated defense based platform for all UAE defense companies. EDIC is owned by the UAE and Abu Dhabi governments.

2. What is your proposed job title?

Aircraft Corrosion Control Principal Technician

3. What will your duties involve? Attach job description, if available.

See attachment.

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you will be working.

Yes, (b) (4)

5. Are you a U.S. Citizen?

Yes

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you will be working, alter your U.S. citizenship status or obtain foreign citizenship?

I will not be required to execute an oath of allegiance to the UAE Government. I do not intend to alter my U.S. citizenship status. I do not intend to obtain a foreign citizenship

7. What is the highest U.S. security clearance that you have held?

N/A

8. What is the highest level of classified material to which you have been granted access?

N/A

9. Have you had access to Special Access Programs?

N/A

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

No

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

No

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

Yes, while I served in the USN I was an Aircraft Structural Maintenance Craftsman. I have also served as a Corrosion Control Workcenter Supervisor while stationed at Naval Air Facility, Atsugi, Japan.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

When AMMROC transitions under EDIC I will have access to unclassified technical data and defense articles. This information will be used to provide maintenance and repair of military aircraft. AMMROC is a signatory to over 60 TAA's. AMMROC's subsidiary, AMMROC-US, LLC has recently submitted 10 TAA's for approval.

Acknowledgement

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States.

I also acknowledge and understand that my retired or retainer pay may be held equal to the amount received from the foreign government if I accept employment before obtaining proper approval.

I affirm that the above questions have been reviewed carefully and answered fully to the best of my knowledge.

(b) (6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information if I do not return such materials upon request. I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

(b) (6)

MEMBER (See Notice)

SUPPLY CODE

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED

(b) (6)

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information; and that I (have) ~~(have not)~~ (strike out inappropriate word or words) received a

(b) (6)

hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

(b) (6)

15 FEB 2016

TO: Chief of Naval Personnel
Naval Personnel Command
Office of Legal Counsel (Pers-OOL)
Naval Support Facility Arlington
701 South Courthouse Road, Room 4T035 Arlington, VA
22204

SUBJECT: Approval Request for Foreign Government Employment of Retired Navy Member

REFERENCE: U.S. Constitution, Article I, Section 9, Clause 8, *The Emoluments Clause*

Encl: 1. AMMROC Job Description

2. Completed SF 312

3. Completed Foreign Government Employment Information Sheet

4. Completed Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept employment with Advanced Military Maintenance Repair Overhaul Center (AMMROC) located in the United Arab Emirates (UAE)
2. AMMROC provides specialized military Maintenance Repair and Overhaul services for Southeast Asia, Middle East and North Africa regions. It is a joint venture between Mubadala Aerospace, Sikorsky Aviation and Lockheed Martin. There will be a transfer of shares from Mubadala Aerospace to Emirates Defense Industry Company (EDIC) in the near future. EDIC is a private company and commercially-formed legal entity under UAE law. However, AMMROC's legal team ascertains the legal test applied by the U.S. Department of Defense for finding foreign government ownership or control weighs heavily towards EDIC being treated as a foreign state for the purposes of the U.S. Emoluments Clause.
3. My duty position title is Senior Operations Standardization Manager. My assigned duties include, but are not limited to those in Enclosure 1.
4. I will receive compensation for duties performed with AMMROC in the form of a salary. I will not require an oath of allegiance to the Government of the United Arab Emirates.
- 5.

(b) (6)

(b) (6)

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address:

(b) (6)

Phone:

Email:

Military Retirement Date (if applicable): 01 MAR 2002

(b) (6)

Location of proposed employment: Abu Dhabi, United Arab Emirates

1. Who is your proposed employer and how are they connected to a foreign government?

I am currently employed by a UAE privately owned company, Advanced Military Maintenance Repair Overhaul Center (AMMROC). AMMROC is a joint venture between Mubadala Aerospace, Sikorsky Aviation and Lockheed Martin. On February 15th, 2016, I was notified that the company would be acquired by a new entity called Emirates Defense Industries Company (EDIC). There will be a transfer of shares from Mubadala Aerospace to Emirates Defense Industry Company (EDIC) in the near future. EDIC is a private company and commercially-formed legal entity under UAE law. However, AMMROC's legal team ascertains the legal test applied by the U.S. Department of Defense for finding foreign government ownership or control weighs heavily towards EDIC being treated as a foreign state for the purposes of the U.S. Emoluments Clause.

2. What is your proposed job title?

My job title at AMMROC will not change and is Senior Operations Standardization Manager. My job duties will not change and are as indicated in the attached job summary.

3. What will your job duties involve? If a job description is available, please attach.

My job duties are as indicated in the attached job summary.

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

(b) (4)

5. Are you a U.S. citizen?

Yes, I am ... and very proudly so.

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

Foreign citizenship is not required and not planned as part of this employment. I will not be required to execute an oath of allegiance to the UAE Government as part of this employment.

7. What is the highest U.S. security clearance that you have held?

TOP SECRET

8. What is the highest level of classified material to which you have been granted access?

SCI

9. Have you had access to Special Access Programs?

Yes

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

No, I will not have direct access to U.S. Classified information while employed by AMMROC.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

No

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

No

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

No

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIGN

(b) (6)

ORG
NUM

WITNESS

ACCEPTANCE

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED
BY THE UNDERSIGNED.

THE UNDERSIGNED ACCEPTED THIS AGREEMENT
ON BEHALF OF THE UNITED STATES GOVERNMENT.

SI

NA

(b) (6)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to obtain classified information from me.

SIGNATURE

(b) (6)

NAME OF W

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

March 16, 2016

(b) (6)

Last Four Digits off SSN: (b) (6)
Military Retirement Date: September 1, 2004
Rank at Retirement: (b) (6)

TO: Chief of Naval Personnel
Naval Personnel Command
Office of Legal Counsel (Pers-OOL)
Naval Support Facility Arlington
701 South Courthouse Road, Room 4T035
Arlington, VA 22204

SUBJECT: Approval Request for Foreign Government Employment of Retired Navy Member
REFERENCE: (a) U.S. Constitution, Article I, Section 9, Clause 8, *The Emoluments Clause*

Encl:

(b) (6)

1. Admiral, this letter requests permission to accept employment with Advanced Military Maintenance Repair Overhaul Center (AMMROC) located in the United Arab Emirates (UAE).
2. AMMROC provides specialized military Maintenance Repair and Overhaul services for Southeast Asia, Middle East and North Africa regions. It is a joint venture between Mubadala Aerospace, Sikorski Aviation and Lockheed Martin. There will be a transfer of shares from Mubadala Aerospace to Emirates Defense Industry Company (EDIC) in the near future. EDIC is a private company and commercially-formed legal entity under UAE law. The legal test applied by the U.S. Department of Defense for finding foreign government ownership or control weighs heavily towards EDIC being treated as a foreign state for the purposes of the U.S. Emoluments clause.
3. My duty position title is (b) (6). My assigned duties include, but are not limited to those at Enclosure 1.
4. I will receive compensation for the duties performed with AMMROC in the form of a salary. I will not require an oath of allegiance to the Government of the United Arab Emirates.

(b) (6)

(b) (6)

Foreign Government Employment Questionnaire

Identification

Name (Last, First, Middle Initial): (b) (6)

Physical Address (also include mailing address, if different):

(b) (6)

Phone Number: (b) (6)

Military Retirement Effective Date: September 1, 2016

Rank/Rate (at retirement): (b) (6)

SSN (last four digits: XXX-XX- (b) (6)

Location of proposed employment:

AMMROC .
P.O. Box 93443
Abu Dhabi, United Arab Emirates

Questions (Please use additional sheets if necessary)

1. Who is your proposed employer and how are they connected to a foreign government?

ANSWER: I work at AMMROC (Advanced Military Maintenance, Repair and Overhaul Center) LLC in the UAE. I have been informed that AMMROC will transition in the near future and be under a new company, Emirates Defense Industries Company (EDIC) PJSC. EDIC has been formed as a single, integrated defense based platform for all UAE defense companies. EDIC is owned by the UAE and Abu Dhabi governments

(b) (6)

2. What is your proposed job title?

ANSWER: (b) (6)

3. What will your duties involve? Attach job description, if available.

ANSWER: See attached.

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you will be working.

ANSWER: Yes, I will be paid for my duties in the form of a salary.

5. Are you a U.S. Citizen?

ANSWER: Yes.

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you will be working, alter your U.S. citizenship status or obtain foreign citizenship?

ANSWER: I will not be required to execute an oath of allegiance to the UAE Government. I do not intend to alter my U.S. citizenship status. I do not intend to obtain foreign citizenship.

7. What is the highest U.S. security clearance that you have held?

ANSWER: Tops Secret (TS)

8. What is the highest level of classified material to which you have been granted access?

ANSWER: Tops Secret (TS)

9. Have you had access to Special Access Programs?

ANSWER: No.

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

(b) (6)

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

ANSWER: No.

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

ANSWER: Yes. I held positions as an Aviation Maintenance Mechanic and ascended through the Enlisted ranks, earning a commission as a Chief Warrant Officer (CWO2, CWO3) then a commission as a Limited Duty Officer (LDO, LTjg), all in Aviation Maintenance. These directly correlate to my position as a (b) (6) with AMMROC.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

ANSWER: When AMMROC transitions under EDIC I will have access to unclassified technical data and defense articles. This information will be used to provide maintenance and repair of military aircraft.

AMMROC is a signatory to over 60 TAA's. AMMROC's subsidiary, AMMROC-US, LLC has recently submitted 20 TAA's for approval.

(b) (6)

Acknowledgement

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States.

I also acknowledge and understand that my retired or retainer pay may be held equal to the amount received from the foreign government if I accept employment before obtaining proper approval.

I affirm that the above questions have been reviewed and fully understood.

(b) (6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter: Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the Inspector General of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

(b) (6)

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.
(b) (6)	

SECURITY DECLASSIFICATION ACKNOWLEDGEMENT

(b) (6)

disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

August 18, 2016

From: (b) (6)

To: Chief of Navy Personnel

SUBJ: REQUEST APPROVAL FOR FOREIGN GOVERNMENT EMPLOYMENT

1. Admiral, the letter respectfully request permission to accept employment as a part time consultant with the Qatar Embassy.
2. In this position I would assist in the stand-up of a military cooperation office in the Qatar Embassy intended to improve cooperation with the United States Military and enhance their efforts in foreign military sales. Specific tasks will include:
 - a. Help identify personnel skills and capabilities required for office personnel
 - b. Develop/identify/provide training and orientation to new personnel
 - c. Help Identify key U.S. Department of Defense, State Department and Congressional points of contact
 - d. Support U.S. visits by QAF leadership
 - e. Identify U.S. DOD training programs and courses to enhance QAF doctrine development, planning skills development and other professional competencies
 - f. Provide expertise on U.S. Foreign Military Sales process
 - g. Help Identify potential U.S. suppliers to meet QAF weapon system, training and technical support needs

3. (b) (6)

Very Respectfully,

(b) (6)

Foreign Government Employment Questionnaire

Name:

Physical address:

Phone:

Email:

(b) (6)

Military Retirement Date (if applicable):

NA

Rank/Rate (at retirement):

(b) (6)

SSN (last four digits):

Location of proposed employment:

Bradenton, FL and Washington, DC

1. Who is your proposed employer and how are they connected to a foreign government?

Qatar Embassy in Washington, DC

2. What is your proposed job title?

Part time consultant

3. What will your job duties involve? If a job description is available, please attach.

Part time behind the scenes consulting services to assist in the stand up and operations of a new Washington, DC office for the Qatar Armed Forces (QAF). Specific tasks:

- a) Help identify personnel skills and capabilities required for office personnel
- b) Develop/identify/provide training and orientation for new office personnel
- c) Help identify key U.S. Department of Defense, State Department and Congressional points of contact
- d) Support U.S. visits by QAF leadership
- e) Identify U.S. DOD training programs and courses to enhance QAF doctrine development, planning skills development and other professional competencies
- f) Provide expertise on U.S. Foreign Military Sales (FMS) process
- g) Help identify potential U.S. suppliers to meet QAF weapon systems, training and technical support needs

My support on FMS issues will be to help develop a process to work with the U.S. DOD and to optimize cooperation with the U.S. I will not be involved in the actual transfer of any technical data. Any potential tech transfer will occur through normal U.S. State Department and Department of Commerce processes and I will not be a party to those discussions/negotiations. Efforts to identify potential U.S. suppliers will at most include introducing parties but will not include any substantive discussions on technical performance and will specifically not include any classified discussions. I have not held any U.S. Navy positions related to the transfer of technology nor worked on any projects to develop U.S. DOD technology. All work will be unclassified.

4. Will you be paid for duties performed? If yes, provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

(b) (4)

5. Are you a U.S. citizen? Yes

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship? No

7. What is the highest U.S. security clearance that you have held? TS/SCI

8. What is the highest level of classified material to which you have been granted access? TS/SCI

9. Have you had access to Special Access Programs? No

10. Will you be working with classified information as part of your foreign employment? If yes, please explain. No

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain. No

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain. No

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering? No

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

Date

Please sign one of the two statements below regarding your security clearance status or eligibility. If you are unable to certify the truth of one of the two statements below, please provide an explanation.

I certify that I currently hold an active United States security clearance.

(b) (6)

Signature

Date

I certify that my United States security clearance has expired, but prior to its expiration, my U.S. security clearance was never suspended or revoked, nor was my eligibility for a U.S. security clearance ever withdrawn.

Signature

Date

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security, and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continues on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1988 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(p)(3) of the National Security Act of 1947 (50 U.S.C. 4033h(p)(3)) (relating to disclosures to the Inspector General of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 783, 784, 798, 952 and 1924 of title 18, United States Code, and "section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

(b) (6)

WITNESS

ACCEPTANCE

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED

THE UNDERSIGNED ACCEPTED THIS AGREEMENT

(b) (6)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me, that I have returned all classified information to the appropriate authority, and that I have not disclosed any classified information to any unauthorized person.

(b) (6)

Notwithstanding to what security level information is released, and what uses will be made of the information, you are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

18 February 2016

From: (b) (6)
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Ref: (b) (6)

Encl: (1) Foreign government employment questionnaire
(2) Rendcomb College background information and Teacher of Maths job specification

1. Admiral, since retiring from the US Navy, and as approved by references (a) and (b), I started a new career as a (b) (6) in the United Kingdom. I have decided to change teaching positions and I am writing to obtain approval to start a new post with Rendcomb College starting on the 1st of September 2016.

2. Similar to my current teaching position at Wycliffe College, Rendcomb College is a coeducational independent day and boarding school for 3 to 18 year olds. Rendcomb College is located in the village of Rendcomb which is approximately five miles from the town of Cirencester (where I reside) in England. The school is a registered charity and a limited company. My proposed employment is with Rendcomb College's senior school teaching pupils (b) (6). Rendcomb College will be paying my salary and allowances. Though the school is independent and privately funded, there is some foreign government control under legislation in the United Kingdom (part 10 of the Education Act 2002). Additionally, a percentage of my salary, which will be paid by Rendcomb College and myself, will be a contribution to the Teacher's Pension Scheme, which is a UK government pension program for teachers, and to National Insurance, which could perhaps be considered equivalent to our Social Security system. Consequently, through my current and proposed employment I might eventually be eligible to receive pensions from public funds in the UK.

(b) (6)

4. Should you require additional information I can be reached on my home phone at (b) (6) (b) (6) my mobile at (b) (6) or by e-mail at (b) (6)

Very respectfully,

(b) (6)

Foreign Government Employment Questionnaire

Name: (b) (6)

Physical address (include mailing if different): (b) (6)

(b) (6)

Phone:

(b) (6)

Email:

Military Retirement Date (if applicable): 1 November 2009

Rank/Rate (at retirement): (b) (6)

SSN (last four digits): (b) (6)

Location of proposed employment: Rendcomb College, Rendcomb, Near Cirencester, Gloucestershire, GL7 7HA, United Kingdom

1. Who is your proposed employer and how are they connected to a foreign government? Rendcomb College is my proposed employer. Rendomb College is an independent coeducational day and boarding school in the United Kingdom. The school is a registered charity and a limited company. Independent schools are required to be registered with the Department for Education and maintain certain standards under the relevant legislation (part 10 of the Education Act 2002 available online at <http://www.legislation.gov.uk/ukpga/2002/32/part/10>) and Statutory Instruments (Independent Schools Regulations available online at <http://www.legislation.gov.uk/ukSI/2010/1997/introduction/made>).

2. What is your proposed job title? Teacher of Maths.

3. What will your job duties involve? If a job description is available, please attach. I will be a Teacher of (b) (6). Additional duties will include acting as a general Academic Tutor for pupils and running extra-curricular activities. It also may involve supervision and pastoral duties for pupils in one of the boarding houses. General background information and job specification is in enclosure (2).

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working. (b) (4)

and these salaries are reviewed during the summer months by school Governors. I will also receive a lunch entitlement for the convenience of the employer to eat in the dining hall, and if I elect to take evening duties in a boarding house I will receive a separate allowance of (b) (4). Later years there may be additional allowances if I elect to undertake increased responsibilities within the school. Additionally, the school and I will make contributions to the Teachers' Pension Scheme (TPS). The TPS is an unfunded multi-employer defined benefits pension governed by the TPS Regulations 2014. Members contribute on a "pay as you go" basis with contributions from members and the employer being credited to the Exchequer. Retirement and other pension benefits from this scheme, which I will receive when I retire someday, are paid by public funds provided by the UK parliament. Also, Rendcomb College and I will be making contributions to National Insurance, which I would consider somewhat equivalent to our Social Security system, and this provides for, *inter alia*, the National Health Service and this someday might provide me a small state pension from public funds.

5. Are you a U.S. citizen? I am a U.S. citizen.

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

I am not required to execute an oath of allegiance to the foreign government, nor alter my U.S. citizenship status, nor obtain foreign citizenship. Additionally, I am not planning to alter my U.S. citizenship status in anyway; however, unrelated to this new post and in the near future I do intend to obtain and maintain dual UK and U.S citizenship which will facilitate easier movement to and fro if I elect to take a temporary teaching post abroad someday, such as, in another EU country.

7. What is the highest U.S. security clearance that you have held? TS/SCI.

8. What is the highest level of classified material to which you have been granted access? TS/SCI.

9. Have you had access to Special Access Programs? Yes.

10. Will you be working with classified information as part of your foreign employment? If yes, please explain. No.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain. (b) (6)

(b) (6)

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain. In general and though certainly a different context, my leadership positions, my formal experience as an instructor at staff college, working in culturally diverse environments, and applying (b) (6) school environment.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering? I have had access to technical data related to the design, development, production, manufacture, etc. of defense articles. In general, having practical experiences in the general area of (b) (6) (b) (6) field helps me bring a certain level of confidence, credibility and maturity to the teaching of mathematics. My career in secondary education only involves teaching of information concerning mathematics and some applications to scientific and engineering principles which is commonly taught in schools, colleges and universities, and is information that is readily available in the public domain.

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

Date

Please sign one of the two statements below regarding your security clearance status or eligibility. If you are unable to certify the truth of one of the two statements below, please provide an explanation.

I certify that I currently hold an active United States security clearance.

Signature

Date

I certify that my United States security clearance has expired, but prior to its expiration, my U.S. security clearance was never suspended or revoked, nor was my eligibility for a U.S. security clearance ever withdrawn.

(b) (6)

Signature

Date

If you are unable to certify one of the two statements above, please explain here:

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.
8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.
9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

(b) (6)	NUMBER (See Notice below)
	AL SUPPLY CODE

WITNESS	ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
(b) (6)	SIGNATURE	DATE
	NAME AND ADDRESS (Type or print)	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

(b) (6)	for the
disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.	

(b) (6)

27 March 2016

31 May 2008

(b) (6)

TO: Chief of Naval Personnel
Naval Personnel Command
Office of Legal Counsel (Pers-OOL)
Naval Support Facility Arlington
701 South Courthouse Road, Room 4T035
Arlington, VA 22204

Subj: Approval Request for Foreign Government Employment of Retired Navy Member
Ref: U.S. Constitution, Article I, Section 9, Clause 8, *The Emoluments Clause*

Encl: (1) AMMROC Job Description
(2) Completed SF 312
(3) Completed Foreign Government Employment Information Sheet
(4) Completed Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept employment with Advanced Military Maintenance Repair Overhaul Center (AMMROC) located in the United Arab Emirates (UAE).
2. AMMROC provides specialized military Maintenance Repair and Overhaul services for Southeast Asia, Middle East and North Africa regions. It is a joint venture between Mubadala Aerospace, Sikorski Aviation and Lockheed Martin. There will be a transfer of shares from Mubadala Aerospace to Emirates Defense Industry Company (EDIC) in the near future. EDIC is a private company and commercially-formed legal entity under UAE law. However, AMMROC legal team ascertains the legal test applied by the U.S. Department of Defense for finding foreign government ownership or control weighs heavily towards EDIC being treated as a foreign state for the purposes of the U.S. Emoluments Clause.
3. My duty position title is Senior Supervisor. My assigned duties include, but are not limited to, those at Enclosure 1.
4. I will receive compensation for the duties performed with AMMROC in the form of a salary. I will not require an oath of allegiance to the Government of the United Arab Emirates.

5. (b) (6)

Respectfully,

(b) (6)

Foreign Government Employment Questionnaire

Identification

Name (Last, First, Middle Initial):

Physical Address (also include mailing address, if different):

Phone Number:

Military Retirement Effective Date:

31 May 2008

Rank/Rate (at retirement):

SSN (last four digits: XXX-XX-

Location of proposed employment:

AMMROC
P.O. Box 93443
Abu Dhabi, United Arab Emirates

Questions (Please use additional sheets if necessary)

1. Who is your proposed employer and how are they connected to a foreign government?

a. AMMROC (Advanced Military Maintenance, Repair and Overhaul Center) LLC in the UAE. I have been informed that AMMROC will transition in the near future and be under a new company, Emirates Defense Industries Company (EDIC) PJSC. EDIC has been formed as a single, integrated defense based platform for all UAE defense companies. **EDIC is owned by the UAE and Abu Dhabi governments.**

2. What is your proposed job title?

a. Senior Supervisor

3. What will your duties involve? Attach job description, if available.
 - a. See attached.
4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you will be working.
 - a. Yes, I will be paid for my duties in the form of a salary.
5. Are you a U.S. Citizen?
 - a. Yes.
6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you will be working, alter your U.S. citizenship status or obtain foreign citizenship?
 - a. I will not be required to execute an oath of allegiance to the UAE Government. I do not intend to alter my U.S. citizenship status. I do not intend to obtain foreign citizenship.
7. What is the highest U.S. security clearance that you have held?
 - a. Secret.
8. What is the highest level of classified material to which you have been granted access?
 - a. Secret
9. Have you had access to Special Access Programs?
 - a. No.
10. Will you be working with classified information as part of your foreign employment? If yes, please explain.
 - a. No.
11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.
 - a. No.
12. Have you held any positions in the uniformed service that are

relevant to your employment with the foreign government? If yes, please explain.

a. Yes. I held positions of Maintenance Senior Chief. These directly correlate to my position as a Senior Supervisor with AMMROC.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

a. No, or;

b. When AMMROC transitions under EDIC I will have access to unclassified technical data and defense articles. This information will be used to provide maintenance and repair of military aircraft. AMMROC is a signatory to over 60 TAA's. AMMROC's subsidiary, AMMROC- US, LLC has recently submitted 20 TAA's for approval.

Acknowledgement

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States.

I also acknowledge and understand that my retired or retainer pay may be held equal to the amount received from the foreign government if I accept employment before obtaining proper approval.

I affirm that the above questions have been reviewed carefully and answered fully to the best of my knowledge.

(b) (6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government. (b) (6)

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures. (b) (6)

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information. (b) (6)

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation. (b) (6)

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement. (b) (6)

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. (b) (6)

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law. (b) (6)

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter. (b) (6)

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect. (b) (6)

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling. (b) (6)

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling. (b) (6)

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose. (b) (6)

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

(b) (6)	NUMBER (See Notice below)
	AL SUPPLY CODE

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.
(b) (6)	

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I ~~(have not)~~ (have not) received a security debriefing.

(b) (6)

disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

DATE: 28 February 2016

FROM: (b) (6)

TO: Navy Personnel Command, Office of Legal Counsel (Pers-001.)
Naval Support Facility Arlington
701 South Courthouse Road, Room 4T035
Arlington, VA 22204
Telephone 703-604-0443

SUBJECT: Approval Request for Foreign Government Employment of Retired Navy Member

REFERENCE : AFI 36-2913, *Request for Approval of Foreign Government Employment of Air Force Members*

U.S. Constitution, Article I, Section 9, Clause 8, *The Emoluments Clause*

I am requesting approval to accept foreign government employment in the United Arab Emirates (UAE) with Advanced Military Maintenance Repair and Overhaul Center (AMMROC). My identification details are below:

(b) (6)

AMMROC provides specialized military Maintenance Repair and Overhaul services for Southeast Asia, Middle East and North Africa regions. It is a joint venture between Mubadala Aerospace, Sikorski Aviation and Lockheed Martin. There will be a transfer of shares from Mubadala Aerospace to Emirates Defense Industry Company (EDIC) in the near future. EDIC is a private company and commercially-formed legal entity under UAE law. The legal test applied by the U.S. Department of Defense for finding foreign government ownership or control weighs heavily towards EDIC being treated as a foreign state for the purposes of the U.S. Emoluments Clause.

My duties will be as an (Principle Technician). My assigned duties include, but are not limited to, those at Attachment 1.

I will receive compensation for the duties performed with AMMROC. I will not require an oath of allegiance to the Government of the United Arab Emirates.

(b) (6)

I retired from the U.S. Navy on 01 August 2006.

Respectfully,

(b) (6)

Attachments:

- 1 - AMMROC Job Description
- 2 - Completed SF Form 312
- 3 - Completed Foreign Government Employment Information Sheet
- 4 - Completed Foreign Government Employment Questionnaire

Foreign Government Employment Questionnaire

Identification

Name (Last, First, Middle Initial): (b) (6)

Physical Address (also include mailing address, if different):

(b) (6)

Phone Number: (b) (6)

Military Retirement Effective Date: 01 August 2006

Rank/Rate (at retirement): (b) (6)

SSN (last four digits):

Location of proposed employment:

AMMROC

P.O. Box 93443

Abu Dhabi, United Arab Emirates

Questions (Please use additional sheets if necessary)

1. Who is your proposed employer and how are they connected to a foreign government?

Answer: AMMROC

2. What is your proposed job title?

Answer: Principle Technician

3. What will your duties involve? Attach job description, if available.

Answer: F-16 Aircraft repair and Back Shop Maintenance (Component Repair) (Non Classified Aircraft Maintenance)

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you will be working. Answer: Yes (b) (4)

5. Are you a U.S. Citizen? Answer: Yes

(b) (6)

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you will be working, alter your U.S. citizenship status or obtain foreign citizenship?

Answer: No

7. What is the highest U.S. security clearance that you have held? **Answer: Secret**

8. What is the highest level of classified material to which you have been granted access?

Answer: None

9. Have you had access to Special Access Programs? **Answer: No**

10. Will you be working with classified information as part of your foreign employment? If yes, please explain. **Answer: NO**

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain. **Answer: No**

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain. **Answer: Yes Aviation Structural Mechanic**

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering? **Answer: NO**

Acknowledgement

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States.

I also acknowledge and understand that my retired or retainer pay may be held equal to the amount received from the foreign government if I accept employment before obtaining proper approval.

I affirm that the above questions have been reviewed carefully and answered fully to the best of my knowledge.

(b) (6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security, and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold, removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, 952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to: (1) classified information; (2) communications to Congress; (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety; or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse)

(b) (6)

11 These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto; section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress), and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12 I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT

SIGNATURE	DATE	SOCIAL SECURITY NUMBER (See Notice)
-----------	------	-------------------------------------

(b) (6)

SUPPLY CODE

N/A

WITNESS

ACCEPTANCE

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.

THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b) (6)

(b) (6)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information; and that I ~~have not~~ (have not) (strike out inappropriate word or words) received a security debriefing.

(b) (6)

hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

STANDARD FORM 312 BACK (Rev. 7 2013)

13FEB17

From: (b) (6)
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. Admiral, this letter requests permission to accept employment with the Labor Management Organization for USFJ Employees, Incorporated Administrative Agency (LMO/IAA), as an Engineering Technician (General).

2. Governed by the Government of Japan Ministry of Defense (GOJ(MOD)) and in coordination with U.S. Force Japan (USFJ), The LMO/IAA handles administrative matters for the USFJ employees such as recruitment, furnishing, labor management, wage, welfare and health in order to secure the workforce for the U.S. Forces stationed in Japan.

According to the LMO/IAA vacancy announcement the primary duties involve project planning, development, documentation, programming, and facilities assets data currency for Military Construction projects for the Sasebo Naval Complex. Compensation is based on the announced grade and other applicable allowances such as commuting, housing, and family allowance. An annual bonus is normally received by LMO/IAA employees which is approximately four times the monthly salary disbursed in two payments in June and December. Compensation is further adjusted through cost-living-adjustments and longevity raises.

(b) (6)

Very Respectfully,

(b) (6)

Foreign Government Employment Questionnaire

Name: (last, first, middle initial)

Physical address (include mailing if different):

Phone:

(b) (6)

Email:

Status: Military Retirement Date (if applicable):

or Current Navy Reserve EOS Date:

Rank/Rate (at Retirement or current Reserve):

Are you a U.S. citizen? Yes

SSN (last four digits): (b) (6)

Location of proposed employment: (City, Country)

U.S. Fleet Activities Sasebo, Japan

1. Who is your proposed employer and how are they connected to a foreign government?

Governed by the Government of Japan Ministry of Defense (GOJ(MOD)) and in coordination with U.S. Force Japan (USFJ), The LMO/IAA handles administrative matters for the USFJ employees such as recruitment, furnishing, labor management, wage, welfare and health in order to secure the workforce for the U.S. Forces stationed in Japan.

2. What is your proposed job title?

Engineering Technician

3. What will your specific job duties involve? (If a job description is available, please attach).

See attached.

4. Will you be paid for the duties performed? If yes, please provide an explanation of wages (i.e. salary, fee for services, etc., and include amount of pay) and how your pay level will be affected by the foreign government with which you are working. Please also note if you have been offered anything of value in lieu of wages (food, travel, lodging, etc.) in exchange for the duties to be performed.

(b) (4) gross pay per month including allowance for family, housing, and commuting. Additionally an annual bonus of 4.2 months pay distributed in two payments in June and December is provided. The total maximum possible pay from the vacancy announcement is approximately (b) (4) Cost of living adjustments and longevity pay raises are including in the pay system.

I have not been offered anything other than wages, allowances, and bonus offered to all applicants in the vacancy announcement.

5. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No.

6. What is the highest U.S. security clearance that you have held?

TS/SCI

7. What is the highest level of classified material to which you have been granted access?

SCI

8. Have you had access to Special Access Programs?

No

9. Will you be working with classified information as part of your foreign employment? If yes, please explain.

I expect the job may require use of information that has a U.S. classification of Unclassified.

10. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

(b) (6)

Stationed in Japan for a total of ten years, afloat and ashore, the commands I have been assigned to have participated in numerous naval exercises with Japanese Self-Defense Forces.

11. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

No. Training and experience for this job vacancy were gained after military service.

12. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job.

Access I may have had to any such information would pertain to naval vessels and their internal systems and I do not see how they would be relevant to construction work (civil engineering and architecture) as described in the vacancy announcement.

13. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering?

N/A

Acknowledgement

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

Signature

Date

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3)) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIGNATURE

ORGANIZATION
NUMBER

(b) (6)

WITNESS

ACCEPTANCE

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED
BY THE UNDERSIGNED.

THE UNDERSIGNED ACCEPTED THIS AGREEMENT
ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b) (6)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~(have not)~~ (strike out inappropriate word or words) received a security debriefing.

(b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

(b) (6)

(b) (6)

30 March 2017

Navy Personnel Command, Office of Legal Counsel (PERS01-OOL)
Naval Support Facility Arlington
701 South Courthouse Road, Room 4T035
Arlington, VA 22204

To whom it may concern,

In accordance with the requirements identified in Article I, Section 9, Clause 8 of the United States Constitution, I am submitting this notice of my consulting agreement with Ironhand Security, LLC, a Vienna, Virginia-based company, (b) (6)

(b) (6) Ironhand Security ("Ironhand") has been hired by the Minister of Defense (MOD) of the Kingdom of Saudi Arabia (KSA) as an outside, independent consultant to provide strategic security consulting services in support of the MOD's desire to modernize the Armed Forces of the KSA.

I have been hired as an independent consultant to Ironhand and will receive monthly compensation directly from Ironhand for the time and expertise that I will provide to Ironhand in support of its project with the KSA MOD. I will not be required to take an oath of allegiance to the Kingdom of the Saudi Arabia.

Following this cover letter is the "Foreign Government Employment Questionnaire" that addresses the relevant details of my consulting agreement with Ironhand Security in support of this project with the Kingdom of Saudi Arabia.

I retired on 01 September 2014.

Sincerely,

(b) (6)

(b) (6)

(b) (6)

Foreign Government Employment Questionnaire

Name: (last, first, middle initial): (b) (6)

Physical address (include mailing if different): (b) (6)

(b) (6)

Military Retirement Date (if applicable): 01SEP2014

(b) (6)

1. Who is your proposed employer and how are they connected to a foreign government?

N/A: There is no proposed employer. I have been hired as an independent consultant to Sotera Defense Solutions, a Subcontractor to the Prime Contractor, Ironhand Security, which is a US company based in Vienna, Virginia and is owned by a US Citizen, General James L. Jones, USMC (Ret). Sotera has been contracted by Ironhand which in turn has been hired by the Minister of Defense (MOD) of the Kingdom of Saudi Arabia (KSA) as an outside, independent consultant to review internal military modernization reports from Saudi Arabia's Ministry of Defense regarding the modernization of the Kingdom's Armed Forces.

2. What is your proposed job title?

Independent Security Consultant

3. What will your job duties involve? If a job description is available, please attach.

As an independent consultant to Ironhand Security, I will be providing unclassified strategic security consulting services to Sotera Defense Solutions in support of its program with the Minister of Defense for the Kingdom of Saudi Arabia, and other projects clients, as desired by Sotera.

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

Sotera Defense Solutions will be paid by Ironhand Security which in turn will be paid by the KSA MOD for the services provided by the entire Ironhand/Sotera team. I will be providing security expertise to Sotera in support of this project as well as others in which Ironhand is engaged. (b) (6)

for my time and expertise for as long as Sotera is in need of my services..

5. Are you a U.S. citizen?

Yes

6. Will you be required to execute an oath of allegiance to the foreign government with which you are working or to alter your U.S. citizenship status?

No.

7. What is the highest U.S. security clearance you have held?

TS/SCI/CI Poly

8. What is the highest level of classified material to which you have been granted access?

TS/SCI/CW

9. Have you had access to Special Access Programs?

No

10. Will you work with classified information as part of your foreign employment? If yes, please explain.

I will not be working with US classified information but may be provided access to information that is deemed classified by the KSA MOD.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

I was the NAVCENT N-5 (Theater Security Cooperation and Plans/Policy ACOS), stationed in Manama, Kingdom of Bahrain, involved in exercise planning and execution of same with multiple GCC countries, to include KSA.

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

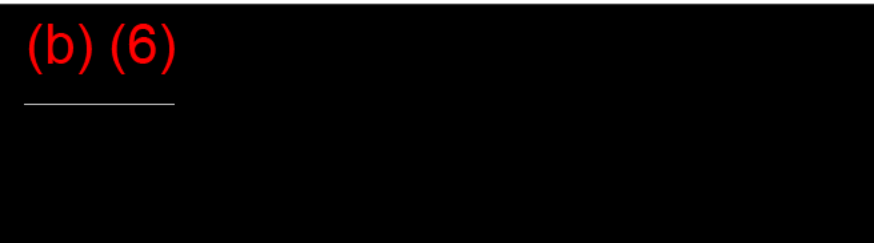
Yes, I served in various levels of command, from Commander (O5) to Captain (O-6) and in several joint billets, each providing experience and expertise to provide such consulting services.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

Yes, I have had access to such technical data but such technical data will not be applicable to the strategic modernization consulting services Sotera Defense Solutions will provide. The core of our services will be focused on the organizational structure of the Armed Forces and creating a joint force. Yes, Ironhand Security as the Prime Contractor has applied for an export license for these services.

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)



CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 841, 793, 794, 798, 852 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

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9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an Inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 4033h(g)(3)) (relating to disclosures to the Inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

(b) (6)

WITNESS

ACCEPTANCE

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED
BY THE UNDERSIGNED.

THE UNDERSIGNED ACCEPTED THIS AGREEMENT
ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b) (6)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information; and that I consent that my name and identifying information be used for the purpose of identifying me as a source of classified information.

(b) (6)

disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1986). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



DEPARTMENT OF THE NAVY
CHIEF OF NAVAL PERSONNEL
701 SOUTH COURTHOUSE ROAD
ARLINGTON, VA 22204-2472

5370
N00L
February 15, 2017

Mr. David E. Henifin, Director
Office of Foreign Policy Advisors
International Security Operations
Bureau of Political-Military Affairs
United States Department of State
Washington, DC 20520

Mr. Henifin:

The Chief of Naval Personnel, as the delegate of the Secretary of the Navy, under 37 U.S.C. § 908, has approved the proposed foreign employment of (b) (6). The requested employment for (b) (6) is to serve as a consultant on government affairs for the Islamic Republic of Pakistan with two firms, The Abraham Group, LLC and Blank Rome Government Relations, LLC, both based in Washington, DC. He will receive monthly retainer payments ranging from (b) (4) through his sole proprietorship, Empire-Capital Strategies. His primary role will be to provide lobbying assistance on behalf of the government of Pakistan with the US Congress and Executive Branch.

This request is forwarded for consideration by the Secretary of State. If you have any questions, please contact my office at (b) (6).

Sincerely,

(b) (6)

Enclosure: 1. Employment Request Package,
(b) (6)

31 Jan 17

From: (b) (6)
To: Chief of Naval Personnel

Subj: REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT APPROVAL

Encl: (1) Foreign Government Employment Questionnaire

1. This letter requests permission to enter into a consulting contract with The Abraham Group, LLC and/or Blank Rome Government Relations, LLC, as a Consultant in support of their potential government affairs consulting to the Government of Pakistan.
2. The Abraham Group, LLC is an international strategic consulting firm headed by former Energy Secretary and U.S. Senator, Spencer Abraham. They provide advice and assistance to clients on business development, marketing, regulatory and government affairs, policy creation and communications strategies in the United States and other key international markets.
3. Blank Rome Government Relations, LLC is a government affairs firm comprised of a team of top lobbying and strategic communications professionals with first-hand knowledge of the legislative and administrative process in Washington, DC. They provide complete legislative and advocacy support to advance provisions at each phase of the legislative process, including hearings, subcommittee and full committee mark-ups, floor amendments, conferences, and in the critical, private informal negotiations that take place at each stage.
4. My responsibilities would include government affairs and lobbying assistance with the Executive Branch and the US Congress to support various policy initiatives of the Government of Pakistan. I will be compensated via monthly retainer payments from The Abraham Group, LLC and/or Blank Rome Government Relations, LLC through my sole proprietorship, Empire-Capitol Strategies to support their consulting contract with the Government of Pakistan, if awarded.

(b) (6)

Very Respectfully,

(b) (6)

Foreign Government Employment Questionnaire

Name: (last, first, middle initial)

Physical address (include mailing if different):

Phone: (b) (6)

Email:

Status: Military Retirement Date (if applicable):

1 Feb 15

or Current Navy Reserve EOS Date:

Rank/Rate (at Retirement or current Reserve):

Are you a U.S. citizen? Yes

SSN (last four digits): (b) (6)

Location of proposed employment: (City, Country)

Washington, DC, USA

1. Who is your proposed employer and how are they connected to a foreign government?

Blank Rome, LLP, Prospective government affairs consultants to the Government of Pakistan

2. What is your proposed job title?

Consultant

3. What will your specific job duties involve? (If a job description is available, please attach).

Government affairs representation and possibly lobbying of the Executive Branch and US Congress in support of Pakistan policy initiatives.

4. Will you be paid for the duties performed? If yes, please provide an explanation of wages (i.e. salary, fee for services, etc., and include amount of pay) and how your pay level will be affected by the foreign government with which you are working. Please also note if you have been offered anything of value in lieu of wages (food, travel, lodging, etc.) in exchange for the duties to be performed.

Yes. (b) (4)

5. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

No. I will quit the work rather than do anything like that.

6. What is the highest U.S. security clearance that you have held?

TS/SCI

7. What is the highest level of classified material to which you have been granted access?

TS/SCI

8. Have you had access to Special Access Programs?

Yes.

9. Will you be working with classified information as part of your foreign employment? If yes, please explain.

No.

10. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

Yes. I was the South Asia and Persian Gulf Politico-Military Affairs Desk Officer for OPNAV from July 2003 to January 2005. Further, I was the Director of the Friendly Forces Coordination Center at US Naval Forces Central Command from November 2004 to July 2005, where the Pakistani Navy was a key Coalition Partner. I also coordinated the Pakistani assumption of command of the Combined Task Force Maritime Interdiction Operations in 2005. Finally, I was the Deputy Commander for the Combined Forces Maritime Component Command for Exercise Bright Star in September and October 2009 where the Pakistani Navy was a participant.

11. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

Only the ones listed above.

12. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job.

During my tenure as the South Asia Pol-Mil Desk Officer from 1993-1995, one of my key responsibilities was executing the return of leased frigates from the Pakistani Navy back to the US Navy as the result of the Pressier Amendment. Further, I had an interagency review coordination role for export control applications to numerous countries during that period, but do not remember any for Pakistan. Further, my memory of my role in those applications and reviews was a policy role rather than anything regarding technical data.

13. If applicable, have you or your employer applied for and/or received an export license for the defense services that you are offering?

No.

Acknowledgement

I hereby acknowledge I am unaware of any reason why my above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I further affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b) (6)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b) (6)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.

8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (5) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an Inspector General, the Inspectors General of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 4033h(g)(3)) (relating to disclosures to the Inspector General of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 541, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

*NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT

(b) (6)

WITNESS

ACCEPTANCE

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED

THE UNDERSIGNED ACCEPTED THIS AGREEMENT

(b) (6)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) ~~received~~ (strike out inappropriate word or words) received a security debriefing.

(b) (6)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.